United States Court of Appeals for the Second Circuit



APPENDIX

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

NO. 74-1965

MODERN HOME INSTITUTE, INC. ROMAC RESOURCES, INC.

Plaintiffs - Appellants

· VS.

HARTFORD ACCIDENT AND INDEMNITY COMPANY HARTFORD FIRE AND INSURANCE CO.
THE AETNA CASUALTY AND SURETY CO.
THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY CO.
THE CONNECTICUT ASSOCIATION OF
INDEPENDENT INSURANCE AGENTS, INC.

Defendants - Appellees

ON APPEAL FROM THE UNITED STATES DISTRICT FOR THE DISTRICT OF CONNECTICUT

APPENDIX III

Alb:

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UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

NO. 74-1965

MODERN HOME INSTITUTE, INC. ROMAC RESOURCES, INC.

Plaintiffs - Appellants

VS.

HARTFORD ACCIDENT AND INDEMNITY COMPANY
HARTFORD FIRE AND INSURANCE CO.
THE AETNA CASUALTY AND SURETY CO.
THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY CO.
THE CONNECTICUT ASSOCIATION OF INDEPENDENT INSURANCE AGENTS, INC.

Defendants - Appellees

ON APPEAL FROM THE UNITED STATES DISTRICT FOR THE DISTRICT OF CONNECTICUT

APPENDIX III

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of the proposal that it purchase expiration dates, notice that the State

Insurance Department felt that the solicitation of expiration dates in

Connecticut by persons who were not licensed Connecticut insurance

369 00

July 26, 1973 letter

221AAA - 222AAA

Hartford Record of Agency Response To June 6, 1962 Letter

223AAA - 225AAA

Subscribed and sworn to before me this day of June, 1973. Commissioner of Superior Court - 4 an MODERN HOME INSTITUTE, INC. VS. HARTFORD ACCIDENT AND INDEMNITY COMPANY COMPLAINT

alco

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT

1

MODERN HOME INSTITUTE, INC.

Plaintiff

VS

HARTFORD ACCIDENT AND INDEMNITY COMPANY,
HARTFORD FIRE INSURANCE COMPANY,
NATION WIDE MUTUAL INSURANCE COMPANY,
THE AETNA CASUALTY AND SURETY COMPANY,
THE TRAVELERS INSURANCE COMPANY,
THE TRAVELERS INDEMNITY COMPANY,
ALL STATE INSURANCE COMPANY,
LIBERTY MUTUAL INSURANCE COMPANY,
STATE FARM MUTUAL INSURANCE COMPANY,
STATE FARM MUTUAL INSURANCE COMPANY,
STATE FARM FIRE AND CASUALTY COMPANY,
THE CONNECTICUT ASSOCIATION OF INDEPENDENT
INSURANCE ACTIVE, INCORPORATED

Defandants

SUMMONS

To the above named Defendants:

You are hereby summoned and required to serve upon Leonard A. Schine, Plaintiff's Attorney, whose address is 855 Main Street, Bridgeport, Connecticut an answer to the complaint which is herewith served upon you, within twenty (20) days after service of this summons upon you, exclusive of the day of service.

If you fail to do so, judgment by default will be taken against you for therelief demanded in the complaint.

Clerk

(Seal of the U. S. District Court)

Dated:

(This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure).

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UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT

MODERN HOME INSTITUTE, INC.

Plaintiff

VS

HARTFORD ACCIDENT AND INDEMNITY COMPANY,
HARTFORD FIRE INSURANCE COMPANY,
NATION WIDE MUTUAL INSURANCE COMPANY,
NATION WIDE MUTUAL FIRE INSURANCE COMPANY,
THE AETNA CASUALTY AND SURETY COMPANY,
THE TRAVELERS INSURANCE COMPANY,
THE TRAVELERS INDEMNITY COMPANY,
LIBERTY MUTUAL INSURANCE COMPANY,
LIBERTY MUTUAL INSURANCE COMPANY,
STATE FARM MUTUAL INSURANCE COMPANY,
STATE FARM MUTUAL INSURANCE COMPANY,
STATE FARM FIRE AND CASUALTY COMPANY, and
THE CONNECTICUT ASSOCIATION OF INDEPENDENT
INSURANCE AGENTS, INCORPORATED

INSURANCE AGENTS, INCORPORATED

: Civil Action No.

Defendants

: COMPLAINT

MODERN HOME INSTITUTE, INC., a New York Corporation having its principal place of business in Pelham, New York (hereinafter "Plaintiff") complains and alleges as follows:

I. JURISDICTION

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1. This action is instituted under Title 15 of the United States Code, Section 15, by reason of the violations by the Defendants; hereinafter named, of Title 15 of the United States Code, Section 1.

II. DEFENDANTS

- 2. Hartford Accident and Indemnity Company, a Connecticut corporation licensed to do business in the State of Connecticut is named a defendant herein.
- 3. Hartford Fire Insurance Company, a Connecticut corporation licensed to do business in the State of Connecticut is named a defendant herein.

2 AAA

Association for Advertising purposes. It represents subscriptions by 637 member agencies out of a total membership of 804, the largest number of subscribing agencies also on record.

On the National level this Association ranks second in the country in the percentage of money raised over its National quota. Only Florida tops Connecticut in this respect.

O TO SUPPORT RIGHT PRINCIPLES AND OPPOSE BAD PRACTICES IN THE BUSINESS. (Over, please)

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11+ N	14	T	45	145	CA	4. Nation Wide Mutual Insurance Company, an Ohio cor-
	a) L	24		eis.	1 NK	
						named a defendant herein.
	AK	nx		er"	4	5. Nation Wide Mutual Fire Insurance Company, an Ohio
				7	OVI	corporation licensed to do business in the State of Connecticut
						is named a defendant herein.
4	A	NK	A	N	=	6. The Aetna Casualty and Surety Company, a Connecticut
				uk	V.	corporation licensed to do business in the State of Connecticut
						is named a defendant herein.
Ž.	NK	A	A		I .	7. The Travelers Insurance Company, a Connecticut cor-
				e)	ex	poration licensed to do business in the State of Connecticut is
						named a defendant herein.
	ak	A			1	8. The Travelers Indemnity Company, a Connecticut
				A K	"	corporation licensed to do business in the State of Connecticut
						is named a defendant herein.
A	4K		A	EK	- AV	9. All State Insurance Company, an Illinois corporation
			4	"	-	licensed to do business in the State of Connecticut is named a
						defendant herein.
	•K	nx		4	e . Y	10. Liberty Mutual Insurance Company, a Massachusetts
1.	ľ			^		corporation licensed to do business in the State of Connecticut
					1 11	is named a defendant herein.
	4K	ńΚ			a K	11. Liberty Mutual Fire Insurance Company, a Massachusetts
	-			7		corporation licensed to do business in the State of Connecticut
	N				Ш	is named a defendant herein.
1	MX	NK	52162	or A	4	12. State Farm Mutual Insurance Company, an Illinois
					The same of	corporation licensed to do business in the State of Connecticut
					1 14	is named a defendant herein.
	r.K	p.K	1	A	4K	13. State Farm Fire and Casualty Company, an Illinois
				*		corporation licensed to do business in the State of Connecticut
					11	- 2 -

Continental-National Gp Corroon & Reynolds Crum and Forster

A.T. B. L SF , CA:

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Maryland Casualty Co Millers Nat-Ill Fire National Union Ins Co New Amsterdam Cas Trinity Universal USF&G The Western Companies Zurich-American

This is a total of 57 Companies. The list grows each year. This should be an answer to those agents who ask "Why don't the companies help us in this advertising?"

94 09

is named a defendant herein.

14. The Connecticut Association of Independent Insurance Agents, Incorporated, a Connecticut corporation is named a defendant herein.

III. VENUE

15. The Defendants, as more particularly set forth in Article II, reside within the judicial district of the State of Connecticut.

IV. NATURE OF TRADE AND COMMERCE

16. @ A major branch of the insurance industry is automobile insurance which provides collision, liability, theft, fire, and various other coverage relating to automobiles (hereinafter "insurance"). (Insurance is sold by insurance companies throughout the United States and is evidenced by the issuance of an insurance contract, commonly culted a policy, in exchange for an amount of money, commonly called the premium. @ - - - clas age bold eithir directly to a policy holder by the company, (direct writer) or through independent agents ____iva a commission for each policy they self (agency writer) of the sale of insurance and the solicitations, negotiations, execution, collection of premiums, payment of policy obligations which precede or succeed the actual sale involve a continuous and indivisible stream of intercourse among the states @ ine defendants named in this action are so engaged in the insurance business in the State of Connectious and in the various other states or the United States.

17. The sale and issuance of insurance, original and renewals, is a profitable business for both the insurance companies and the independent agents who sell such policies.

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or any province to transact the business of insurance.

One way to eliminate this additional 10% charge to the assured would be to make arrangements with a Canadian resident agent or broker to complete the transaction.

We will be glad to give you more details of this matter if you are further interested.

95 aa.

- 18. Knowledge of the particular expiration dates of insurance policies held by members of the public is of substantial monetary value to the insurance industry. It affords an important advantage to one soliciting such insurance in that it enables the bellar to solicit from persons roady to repurchase insurance due to the termination of their present policies. Such empiration dates are commonly known in the insurance trade as "M dates." They are acquired by the insurance companies and independent agents only at great expense in time, money, and effort, through the direct polling of people and repeated approaches to prospective purchasers. 19. The Plaintiff compiled lists of persons and the DOK DINK expiration dates "X dates" of their insurance policies through a method developed by it at great costs and expenses which enabled the Plaintiff to discover, gather, process, expedite, analyze, and procure such "X dates" in communities in the State of Connecticut and the various states of the United States at a cost substantially lower than members of the insurance industry were acquiring or developing such "X dates." DAL DAK
 - 20. From January 1, 1958 until September 30, 1962, the Plaintiff was engaged directly and at times through its agent Rom o Resources, Inc., a wholly owned subsidiary, in the business of selling lists of names and "X dates" which it had compiled, as hereinbefore described. During this pariod, the validity and reliability of the Plaintiff's method and the accuracy of the names and "X dates" were demonstrated by various tests conducted by some of the Defendants.
 - 21. All the Defendants manifested a serious interest in the Plaintiff's list of names and "X dates" and in the

D.D.oK

Agency For Sale In Manchester

Long established Agency for sale in Manchester. Agent has fine reputation and good business. Inquire Association Office.

9600

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acquisition of such lists of names and "X dates."

V. VIOLATION

- 22. Beginning on or about May 1, 1962, and continuing up to and including September 30, 1962, the Defendants engaged in a combination and conspiracy in the unreasonable restraint of the aforesaid trade and commerce among the several states.
- 23. Upon information and belief, the aforesaid combinap tion and conspiracy has consisted of an agreement and concert
 of action among the defendants to arbitrarily, wrongfully, and
 unreasonably:
 - (a) Eliminate and suppress competition among themselves through an unlawful boycott of the Plaintiff.
 - (b) Insulate themselves from the competition, envisaged and anticipated as a consequence of the free and unimpeded sale by Plaintiff of said lists of names and "X dates."
 - (c) Restrain the Plaintiff from marketing, selling and otherwise dealing in such lists of names and "X dates" or profitably circulating them in any manner which would increase competition among the Defendants generally and to suppress and prevent any trade or commerce in such lists of names and "X dates" in the State of Connecticut or elsewhere in the United States.
 - 24. In pursuance of such unlawful combination and conspiracy and in furtherance thereof, the Defendants arbitrarily, intentionally, unreasonably, and wrongfully:
 - "(a) Refused to deal with or otherwisetransact business with the Plaintiff and boycotted, coerced, and intimidated the Plaintiff oven though the purchase of lists and "X dates" was to their individual self-interest and business advantage.
 - (b) Made, issued and circulated and caused to be

made, issued and circulated injurious statements concerning the Plaintiff in the insurance trade in the State of Connecticut and elsewhere throughout the United States. (c) Caused and instigated numerous injurious rumors concerning the Plaintiff to be widely circulated in the insurance trade. (d) Caused, directly and indirectly, the issuance of adverse publicity injurious to the Plaintiff's business. VI. EFFECT 0 25. The aforesaid violations have had, among others, the following direct effects: (a) The elimination, suppression and unreasonable restraint of competition and trade in the sale of insurance policies, both original and renewals, in the State of Connecticut and in the various other states of the United States. This elimination suppression and unreasonable restraint of competition and trade was detrimental not only to the Plaintiff but also to the millions of policy holders within the United States who have to pay higher premiums for their policies. (b) The destruction of the Plaintiff's business and properties, as hereinafter more fully described. 25. As a result of the Defendants' unlawful conduct 000 as aforesaid, the Plaintiff's reasonable expectancy of marketing and selling millions of lists of names and "X dates" per year to the inusrance companies in the State of Connecticut and other states of the United States on a local and national scale was destroyed. 27. As afurther result of the Defendants' unlawful DOD conduct, the Plaintiff's business was destroyed with the consequent loss of the Plaintiff's reasonable expectancy of trade and profit, its initial capital investment, its costs and expenses in developing its method, and its other related costs. - 6 -TAAA

PRAYER

Wherefore, the Plaintiff prays:

- 1. \$15,000,000.00 damages, trebled to \$45,000,000.00 damages in accordance with the provisions of 15 USC 15.
- 2. Interest.
- 3. Reasonable attorney's Tees and costs of suit.
- 4. Such other legal and squitable damages and remedies to which the Plaintiff may be entitled.

Please take notice that the Plaintiff claims a trial Dy jury in this action.

SY	
	Attorney for Plaintiff
	855 Main Street

Please enter an appearace for:

1. Leonard A. Schine, Bec.
Autorney for Plaintief
855 Main Street

Bridgepont, Connecticut

- Joel C. Karp, Esq.
 855 Main Street
 Bridgeport, Connecticut
- 3. Robert L Julianelle, Esq. 255 .n Street Bridgeport, Connecticut
- 4. Thomas C. Gerety, Esq. 855 Main Street Bridgeport, Connecticut

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PRAYER

Wherefore, the Plaintiff prays:

- \$15,000,000.00 damages, trebled to \$45,000,000.00 damages in accordance with the provisions of 15 USC 15.
- 2. Interest.
- Reasonable attorney's fees and costs of suit.
- Such other legal and equitable damages and remedies to which the Plaintiff may be entitled.

THE PLAINTIFF

An Attorney for the Plaintiff

855 Main Street

Bridgeport, Connecticut

Please enter an appearance for:

Leonard A. Schine, Esq. 855 Main Street Bridgeport, Connecticut

Joel C. Karp, Esq. 855 Main Street Bridgeport, Connecticut

Robert L. Julianelle, Esq. 855 Main Street Bridgeport, Connecticut

Thomas C. Gerety, Esq. 855 Main Street Bridgeport, Connecticut ROMAC RESOURCES, INC.

vs.

HARTFORD ACCIDENT AND ENDEMNITY COMPANY

ANSWER OF DEFENDANTS HARTFORD ACCIDENT AND INDEMNITY COMPANY AND HARTFORD FIRE INSURANCE COMPANY UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

ROMAC RESOURCES, INC.,

Plaintiff,

:

-against-

Civil Action No. 11386

HARTFORD ACCIDENT AND INDEMNITY COMPANY, et al.,

Defendants.

ANSWER OF DEFENDANTS HARTFORD ACCIDENT AND INDEMNITY COMPANY AND HARTFORD FIRE INSURANCE COMPANY

Defendants Hartford Accident and Indemnity Company and Hartford Fire Insurance Company, by their attorneys, for their answer to the complaint:

- 1. Admit that this action purports to be brought under Section 4 of the Clayton Act, 15 U.S.C. § 15 (1964), but otherwise deny the averments in paragraph 1, and further aver that Section 1 of the Sherman Act, 15 U.S.C. § 1 (1964), has, by reason of Subsection 2(b) of the McCarran-Ferguson Act, 15 U.S.C. § 1012(b) (1964), no application to any of their acts or transactions relating to plaintiff, and thus that this Court is without jurisdiction under Section 4 of the Clayton Act.
 - 2. Admit the averments in paragraphs 2 and 3.
- 3. Deny that they have knowledge or information sufficient to form a belief as to the averments in para-

- 4. Deny that they have knowledge or information sufficient to form a belief as to the averments in paragraph 15, except that they admit they reside within the judicial district of the State of Connecticut and, for purposes of this action, they admit the residence within the judicial district of the State of Connecticut of any of the other defendants who admit such residence.
 - 5. Admit the averments in paragraphs 16 and 17.
- 6. While the underwriting of automobile insurance has been unprofitable for several years due to inadequate rates, to the detriment of both insurers and agents, and the averments of paragraph 17 are, therefore, contrary to actual fact, these defendants do not choose to contest such averments since they are irrelevant and immaterial to plaintiff's alleged claim and thus, for purposes of this action only, they admit said averments.
- 7. Admit the averments in paragraph 18, except that they deny that they acquire information concerning expiration dates (other than of policies issued by them) or that in the course of their business they attribute any monetary value to such information, and they deny knowledge or information sufficient to form a belief as to the extent, if any, or expense of the acquisition of information about expiration dates by other insurance companies or independent agents.

- 8. Deny that they have knowledge or information sufficient to form a belief as to the averments in paragraphs 19 through 21, except that they admit and aver that plaintiff offered on May 8, 1962 to sell to defendants Hartford Accident and Indemnity Company and Hartford Fire Insurance Company lists of expiration dates which plaintiff claimed to have compiled and that defendants Hartford Accident and Indemnity Company and Hartford Fire Insurance Company thereafter determined not to purchase such lists and so advised plaintiff by letter dated May 31, 1962, and except that they deny that they manifested a serious interest in plaintiff's lists of expiration dates.
- 9. Deny the averments in paragraphs 22 through 27 insofar as such averments relate to them and otherwise deny knowledge or information sufficient to form a belief as to such averments.

AS AND FOR A SEPARATE AND COM-PLETE DEFENSE TO THE ACTION

10. Any business acts or transactions relating to plaintiff in which defendants Hartford Accident and Indemnity Company and Hartford Fire Insurance Company have engaged and which at trial plaintiff may prove to have occurred were conducted within the context of and pursuant to pervasive judicial and administrative regulation by the several states and therefore, under Subsection 2(b) of the McCarran-Ferguson Act, 15 U.S.C. § 1012(b) (1964), the complaint fails to state a claim upon which relief can be granted.

WHEREFORE, defendants Hartford Accident and Indemnity Company and Hartford Fire Insurance Company demand judgment dismissing the complaint.

Dated: Hartford, Connecticut May 10, 1966

SHEPHERD, MURTHA & MERRITT,

(A Member of the firm)
Attorneys for Defendants
Hartford Accident and Indemnity
Company and Hartford Fire
Insurance Company,

97 Elm Street, Hartford, Connecticut 06103

Of Counsel:

William Piel, Jr., Esq., Sullivan & Cromwell, 48 Wall Street, New York, N. Y. 10005 I hereby certify that copies hereof were mailed, postage prepaid on May 10, 1966, to Leonard A. Schine, Esq., 855 Main Street, Bridgeport, Connecticut, attorney for the plaintiff, and seven additional copies were sent to the Clerk for distribution among the other defendants, eight of whom will, upon information and belief, be represented by four different attorneys.

J. Read Murphy

MODERN HOME INSTITUTE, INC.

vs.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

ANSWER OF DEFENDANTS HARTFORD ACCIDENT AND INDEMNITY COMPANY AND HARTFORD FIRE INSURANCE COMPANY 7 Poroc

b UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

MODERN HOME INSTITUTE, INC.,

Plaintiff, :

:

-against-

Civil Action No. 11464

HARTFORD ACCIDENT AND INDEMNITY COMPANY, et al.,

Defendants.

ANSWER OF DEFENDANTS HARTFORD ACCIDENT AND INDEMNITY COMPANY AND HARTFORD FIRE INSURANCE COMPANY

Defendants Hartford Accident and Indemnity Company and Hartford Fire Insurance Company, by their attorneys, for their answer to the complaint:

- 1. Admit that this action purports to be brought under Section 4 of the Clayton Act, 15 U.S.C. § 15 (1964), but otherwise deny the averments in paragraph 1, and further aver that Section 1 of the Sherman Act, 15 U.S.C. § 1 (1964), has, by reason of Subsection 2(b) of the McCarran-Ferguson Act, 15 U.S.C. § 1012(b) (1964), no application to any of their acts or transactions which might have related to plaintiff, and thus that this Court is without jurisdiction under Section 4 of the Clayton Act.
 - 2. Admit the averments in paragraphs 2 and 3.
- 3. Deny that they have knowledge or information sufficient to form a belief as to the averments in paragraphs 4 through 14, except that, for purposes of this action, with

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respect to each of said paragraphs they admit whatever averments thereof are admitted by the defendant named in that paragraph.

- 4. Deny that they have knowledge or information sufficient to form a belief as to the averments in paragraph 15, except that they admit they reside within the judicial district of the State of Connecticut and, for purposes of this action, they admit the residence within the judicial district of the State of Connecticut of any of the other defendants who admit such residence.
 - 5. Admit the averments in paragraph 16.
- 6. While the underwriting of automobile insurance has been unprofitable for several years due to inadequate rates, to the detriment of both insurers and agents, and the averments of paragraph 17 are, therefore, contrary to actual fact, these defendants do not choose to contest such averments since they are irrelevant and immaterial to plaintiff's alleged claim and thus, for purposes of this action only, they admit said averments.
- 7. Admit the averments in paragraph 18, except that they deny that they acquire information concerning expiration dates (other than of policies issued by them) or that in the course of their business they attribute any monetary value to such information, and they deny knowledge or information sufficient to form a belief as to the extent, if any, or expense of the acquisition of information about expiration dates by other insurance companies or independent agents.
- 8. Deny that they have knowledge or information sufficient to form a belief as to the averments in paragraphs

Resources, Inc. offered on May 8, 1962 to sell to defendants Hartford Accident and Indemnity Company and Hartford Fire Insurance Company lists of expiration dates which Romac Resources, Inc. claimed to have compiled and that defendants Hartford Accident and Indemnity Company and Hartford Fire Insurance Company thereafter determined not to purchase such lists and so advised Romac Resources, Inc. by letter dated May 31, 1962, and except that they deny that they manifested a serious interest in the lists of expiration dates offered for sale by Romac Resources, Inc.

9. Deny the averments in paragraphs 22 through 27 insofar as such averments relate to them and otherwise deny knowledge or information sufficient to form a belief as to such averments.

AS AND FOR A SEPARATE AND COM-PLETE DEFENSE TO THE ACTION

10. Any business acts or transactions which might have related to plaintiff in which defendants Hartford Accident and Indemnity Company and Hartford Fire Insurance Company have engaged and which at trial plaintiff may prove to have occurred were conducted within the context of and pursuant to pervasive judicial and administrative regulation by the several states, and therefore, under Subsection 2(b) of the McCarran-Ferguson Act, 15 U.S.C. § 1012(b) (1964), the complaint fails to state a claim upon which relief can be granted.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid, to the following counsel of record pursuant to Rule 5 of the Rules of the Procedure of this Court:

Leonard A. Schine, Esq., Joel C. Karp, Esq., Robert L. Julianelle, Esq., and Thomas C. Gerety, Esq.
855 Main Street, Bridgeport, Connecticut 06603
Attorneys for Plaintiff.

David Goldstein, Esq., and Jacob D. Zeldes, Esq. 955 Main Street, Bridgeport, Connecticut 06603 and

George D. Brodigan, Esq.
700 Main Street, Hartford, Connecticut O6115
Attorneys for The Travelers Insurance Company and
The Travelers Indemnity Company.

Robert E. Cohn, Esq. of Shulansky, Cohn & Williams
75 Pearl Street, Hartford, Connecticut 06103
Attorney for The Connecticut Association of Independent
Insurance Agents, Incorporated

J. Kenneth Bradley, Esq. and A. Reynolds Gordon, Esq. of Pullman, Comley, Bradley & Reeves
855 Main Street, Bridgeport, Connecticut 06503
Attorneys for Nationwide Mutual Insurance Company and Nationwide Mutual Fire Insurance Company.

Morris Tyler, Esq. and Lawrence W. Iannotti, Esq. of Gumbart, Corbin, Tyler & Cooper 205 Church Street, New Haven, Connecticut 05510 Attorneys for State Farm Mutual Insurance Company and State Farm Fire and Casualty Company.

John J. Kenny, Esq. and Leslie R. Brimmer, Esq. of Kenny, Brimmer & Kenny 5 Grand Street, Hartford, Connecticut 06106 Attorneys for All State Insurance Company.

Frank E. Callahan, Esq. and John D. Fassett, Esq. of Wiggin & Dana P.O. Box 1832, New Haven, Connecticut 06508
Attorneys for Liberty Mutual Insurance Company and Liberty Mutual Fire Insurance Company.

Day, Berry & Howard 1 Constitution Plaza Hartford, Connecticut O6103 Attorneys for Aetna Casualty and Surety Company

18 AAA and Murphy

ROMAC RESOURCES, INC.

vs.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

THE AETNA CASUALTY AND SURETY COMPANY

UNITED STATES DISTRICT COURT for the DISTRICT OF CONNECTICUT

ROMAC RESOURCES, INC.

Plaintiff

HARTFORD ACCIDENT AND INDEMNITY COMPANY,
HARTFORD FIRE INSURANCE COMPANY,
NATION WIDE MUTUAL INSURANCE COMPANY,
NATION WIDE MUTUAL FIRE INSURANCE COMPANY,
THE AETNA CASUALTY AND SURETY COMPANY,
THE TRAVELERS INSURANCE COMPANY,
THE TRAVELERS INDEMNITY COMPANY,
ALL STATE INSURANCE COMPANY,
LIBERTY MUTUAL INSURANCE COMPANY,
LIBERTY MUTUAL FIRE INSURANCE COMPANY,
STATE FARM MUTUAL INSURANCE COMPANY,
STATE FARM FIRE AND CASUALTY COMPANY,
THE CONNECTICUT ASSOCIATION OF INDEPENDENT
INSURANCE AGENTS, INCORPORATED

CIVIL ACTION

FILE NO. 11386

Defendants

May 11, 1966

ANSWER OF DEFENDANT THE AETNA CASUALTY AND SURETY COMPANY

AS TO I. JURISDICTION:

This defendant denies the allegations contained in paragraph 1 of the plaintiff's complaint.

AS TO II. DEFENDANTS:

This defendant admits the allegations contained in paragraph 6 of the plaintiff's complaint.

As to the allegations contained in paragraphs 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13 and 14 of the plaintiff's complaint, this defendant pleads that it has not sufficient knowledge or information upon which to form a belief and therefore leaves the plaintiff to its proof.

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CIVIL ACTION FILE NO. 11386

-2-

AS TO III. VENUE:

As to the allegation contained in paragraph 15 of the plaintiff's complaint, this defendant pleads that it has not sufficient knowledge or information upon which to form a belief and therefore leaves the plaintiff to its proof.

AS TO IV. NATURE OF TRADE AND COMMERCE:

This defendant denies the allegations contained in paragraphs 16, 17, 18, 19, 20 and 21 of the plaintiff's complaint.

AS TO V. VIOLATION:

This defendant denies the allegations contained in paragraphs 22, 23 and 24 of the plaintiff's complaint.

AS TO VI. EFFECT:

This defendant denies the allegations contained in paragraphs 25, 26 and 27 of the plaintiff's complaint.

THE DEFENDANT, THE AETNA CASUALTY
AND SURETY COMPANY

RALPH C. DIXON

Ralph C. Dixon of

Day, Berry & Howard

One Constitution Plaza

Hartford, Conn. 06103

CERTIFICATION

I, RALPH C. DIXON, do hereby certify that I have today mailed a copy of the foregoing Answer to the following counsel of record pursuant to Rule 5 of the Rules of the Procedure of this Court:

Leonard A. Schine, Esq.
855 Main Street, Bridgeport, Connecticut 06603
Attorney for Plaintiff.

David Goldstein, Esq. and Jacob D. Zeldes, Esq. 955 Main Street, Bridgeport, Connecticut 06603 and George D. Brodigen, Esq.

George D. Brodigan, Esq.
700 Main Street, Hartford, Connecticut 06115
Attorneys for The Travelers Insurance Company and
The Travelers Indemnity Company.

Robert E. Cohn, Esq. of Shulansky, Cohn & Williams
75 Pearl Street, Hartford, Connecticut 06103
Attorney for The Connecticut Association of Independent
Insurance Agents, Incorporated

J. Kenneth Bradley, Esq. of Fullman, Comley, Bradley & Reeves 855 Main Street, Bridgeport, Connecticut 06603 Attorney for Nationwide Mutual Insurance Company and Nationwide Mutual Fire Insurance Company.

Morris Tyler, Esq. and Lawrence W. Iannotti, Esq. of Gumbart, Corbin, Tyler & Cooper 205 Church Street, New Haven, Connecticut 06510 Attorneys for State Farm Mutual Insurance Company and State Farm Fire and Casualty Company.

John J. Kenny, Esq. of Kenny, Brimmer & Kenny 5 Grand Street, Hartford, Connecticut 06106 Attorney for All State Insurance Company.

Frank E. Callahan, Esq. and John D. Fassett, Esq. of Wiggin & Dana
P.O. Box 1832, New Haven, Connecticut 06508
Attorneys for Liberty Mutual Insurance Company and Liberty Mutual Fire Insurance Company.

RALPH C. DIXON Ralph C. Dixon

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arrichent to form a belief as to the averments in para-

10 AAA

MODERN HOME INSTITUTE, INC.

vs.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

ANSWER OF DEFENDANT
THE AETNA CASUALTY AND SURETY COMPANY

Pornac . Htd.

UNITED STATES DISTRICT COURT for the DISTRICT OF CONNECTICUT

MODERN HOME INSTITUTE, INC.

Plaintiff

VS.

HARTFORD ACCIDENT AND INDEMNITY COMPANY,
HARTFORD FIRE INSURANCE COMPANY,
NATION WIDE MUTUAL INSURANCE COMPANY,
NATION WIDE MUTUAL FIRE INSURANCE COMPANY,
THE AETMA CASUALTY AND SURETY COMPANY,
THE TRAVELERS INSURANCE COMPANY,
ALL STATE INSURANCE COMPANY,
LIBERTY MUTUAL INSURANCE COMPANY,
LIBERTY MUTUAL FIRE INSURANCE COMPANY,
STATE FARM MUTUAL INSURANCE COMPANY,
STATE FARM FIRE AND CASUALTY COMPANY,
STATE FARM FIRE AND CASUALTY COMPANY, and
THE CONNECTICUT ASSOCIATION OF INDEPENDENT
INSURANCE AGENTS, INCORPORATED

CIVIL ACTION

FILE NO. 11464

Defendants:

JUNE 27, 1966

ANSWER OF DEFENDANT THE AETNA CASUALTY AND SURETY COMPANY

AS TO I. JURISDICTION:

This defendant denies the allegations contained in paragraph 1 of the plaintiff's complaint.

AS TO II. DEFENDANTS:

This defendant admits the allegations contained in paragraph 6 of the plaintiff's complaint.

As to the allegations contained in paragraphs 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13 and 14 of the plaintiff's complaint, this defendant pleads that it has not sufficient knowledge or information upon which to form a belief and therefore leaves the plaintiff to its proof.

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CIVIL ACTION FILE NO. 11386

-2-

AS TO III. VENUE:

As to the allegation contained in paragraph 15 of the plaintiff's complaint. this defendant pleads that it has not sufficient knowledge information upon which to form a belief and therefore leaves the plaintiff to its proof.

AS TO IV. NATURE OF TRALE AND COMMERCE:

This defendant denies the allegations contained in paragraphs 16, 17, 18, 19, 20 and 21 of the plaintiff's complaint.

AS TO V. VIOLATION:

This defendant denies the allegations contained in paragraphs 22, 23 and 24 of the plaintiff's complaint.

AS TO VI. EFFECT:

This defendant denies the allegations contained in paragraphs 25, 26 and 27 of the plaintiff's complaint.

THE DEFENDANT - THE AETNA CASUALTY AND SURETY COMPANY

RALPH C. DIXON

Ralph C. Dixon of

Day, Berry & Howard

One Constitution Plaza

Hartford, Conn. 06103

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid, to the following counsel of record pursuant to Rule 5 of the Rules of the Procedure of this Court:

Leonard A. Schine, Esq., Joel C. Karp, Esq., Robert L. Julianelle, Esq., and Thomas C. Gerety, Esq.

55 Main Street, Bridgeport, Connecticut 06603

Attorneys for Plaintiff.

David Goldstein, Esq., and Jacob D. Zeldes, Esq. 955 Main Street, Bridgeport, Connecticut 06603 and George D. Brodigan, Esq.

700 Main Street, Hartford, Connecticut 06115
Attorneys for The Travelers Insurance Company and
The Travelers Indemnity Company.

Robert E. Cohn, Esq. of Shulansky, Cohn & Williams
75 Pearl Street, Hartford, Connecticut 06103
Attorney for The Connecticut Association of Independent
Insurance Agents, Incorporated

J. Kenneth Bradley, Esq. and A. Reynolds Gordon, Esq. of Pullman, Comley, Bradley & Reeves 855 Main Street, Bridgeport, Connecticut 06603 Attorneys for Nationwide Mutual Insurance Company and Nationwide Mutual Fire Insurance Company.

Morris Tyler, Esq. and Lawrence W. Iannotti, Esq. of Gumbart, Corbin, Tyler & Cooper 205 Church Street, New Haven, Connecticut 06510 Attorneys for State Farm Mutual Insurance Company and State Farm Fire and Casualty Company.

John J. Kenny, Esq. and Leslie R. Brimmer, Esq. of Kenny, Brimmer & Kenny 5 Grand Street, Hartford, Connecticut 06106 Attorneys for All State Insurance Company.

Frank E. Callahan, Esq. and John D. Fassett, Esq. of Wiggin & Dana
P.O. Box 1832, New Haven, Connecticut 06508
Attorneys for Liberty Mutual Insurance Company and Liberty Mutual Fire Insurance Company.

J. Read Murphy, Esq. of Shepherd, Murtha & Merritt 97 Elm Street, Hartford, Connecticut 06103

William Piel, Esq. of Sullivan & Cromwell
48 Wall Street, New York, New York
Attorneys for Hartford Accident and Indemnity Company and
Hartford Fire Insurance Company

ROMAC RESOURCES, INC.

VS.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

ANSWER AND SPECIAL DEFENSE OF DEFENDANTS THE TRAVELERS INSURANCE COMPANY AND THE TRAVELERS INDEMNITY COMPANY

UNITED STATES DISTRICT COURT DISTRICT OF CONNECTICUT

ROMAC RESOURCES, INC.,	
Plaintiff,	
v. }	CIVIL ACTION NO. 11386
HARTFORD ACCIDENT AND	
INDEMNITY COMPANY, ET ALS,	
Defendants.)	

ANSWER AND SPECIAL DIFFENSE OF
DEFENDANTS THE TRAVELERS INSURANCE
COMPANY AND THE TRAVELERS INDEMNITY COMPANY

I. AS TO JURISDICTION:

Defendants deny the allegations contained in paragraph 1
 of plaintiff's complaint.

II. AS TO DEFENDANTS:

- Defendants admit the allegations contained in paragraphs
 and 3 of plaintiff's complaint.
- 3. Defendants have no knowledge or information sufficient to form a belief as to the allegations contained in paragraphs 2 through 6, inclusive, and 9 through 14, inclusive, of plaintiff's complaint and, therefore, leave plaintiff to its proof.

III. AS TO VENUE:

4. Defendants deny the allegations contained in paragraph 15 of plaintiff's complaint, except that they admit that these defendants are incorporated under the laws of the State of Connecticut

and have their principal place of business in the State of Connecticut.

IV. AS TO NATURE OF TRADE AND COMMERCE:

- Defendants deny the allegations contained in paragraph
 17, 18 and 21 of plaintiff's complaint.
- 6. Defendants admit the allegations of the first, second and fourth sentences of paragraph 16 of plaintiff's complaint and the fifth sentence of paragraph 16 of plaintiff's complaint insofar as it relates to these defendants. Defendants deny the remaining allegations contained in paragraph 16 of plaintiff's complaint.
- 7. Defendants have no knowledge or information sufficient to form a belief as to the allegations contained in paragraphs 19 and 20 of plaintiff's complaint and, therefore, leave plaintiff to its proof.

V. AS TO VICLATIONS:

Defendants deny the allegations contained in paragraphs
 22, 23 and 24 of plaintiff's complaint.

VI. AS TO EFFECT:

Defendants deny the allegations contained in paragraphs
 25, 26 and 27 of plaintiff's complaint.

FIRST SPECIAL DEFENSE:

10. Any business acts or transactions relating to plaintiff in which these defendants, The Travelers Insurance Company and

The Travelers Indemnity Company, have engaged and which at trial plaintiff may prove to have occurred were conducted within the context of and pursuant to pervasive judicial and administrative regulation by the several states, pursuant to Subsection 2(b) of the McCarran-Fergerson Act, 15 U.S.C. §1012(b) (1964).

SECOND SPECIAL DEFENSE:

11. Plaintiff has not suffered damage or injury to its property or business; is not the real party in interest, and has no standing to bring this suit.

THIRD SPECIAL DEFENSE:

12. The complaint fails to state a claim upon which relief can be granted against The Travelers Insurance Company and The Travelers Indemnity Company.

Dated at Bridgeport, Connecticut, this 29th day of June, 1966.

DAVID COLDSTEIN David Goldstein

JACOB D. ZELDES
Jacob D. Zeldes

955 Main Street Bridgeport, Connecticut 1

GEORGE D. BRODICAN George D. Brodigan

> 700 Main Street Hartford, Connecticut

Attorneys for Defendants, The Travelers Insurance Company and The Travelers Indemnity Company

MODERN HOME INSTITUTE, INC.

Vs.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

ANSWER AND SPECIAL DEFENSE OF DEFENDANTS THE TRAVELERS INSURANCE COMPANY AND THE TRAVELERS INDEMNITY COMPANY Chors 2

UNITED STATES DISTRICT COURT DISTRICT OF CONNECTICUT

MODERN HOME INSTITUTE, INC.,	?
Plaintiff,	}
v.) CIVIL ACTION
HARTFORD ACCIDENT AND INDEMNITY COMPANY, ET ALS,) NO. 11464)
Defendants.	}

ANSWER AND SPECIAL DEFENSE OF DEFENDANTS THE TRAVELERS INSURANCE COMPANY AND THE TRAVELERS INDEMNITY COMPANY

I. AS TO JURISDICTION:

 Defendants deny the allegations contained in paragraph 1 of plaintiff's complaint.

II. AS TO DEFENDANTS:

- Defendants admit the allegations contained in paragraphs
 and 8 of plaintiff's complaint.
- 3. Defendants have no knowledge or information sufficient to form a belief as to the allegations contained in paragraphs 2 through 6, inclusive, and 9 through 14, inclusive, of plaintiff's complaint and, therefore, leave plaintiff to its proof.

III. AS TO VENUE:

4. Defendants deny the allegations contained in paragraph 15 of plaintiff's complaint, except that they admit that these defendants are incorporated under the laws of the State of Connecticut

and have their principal place of business in the State of Connecticut.

IV. AS TO NATURE OF TRADE AND COMMERCE:

- Defendants deny the allegations contained in paragraphs
 17, 18 and 21 of plaintiff's complaint.
- 6. Defendants admit the allegations of the first, second and fourth sentences of paragraph 16 of plaintiff's complaint and the fifth sentence of paragraph 16 of plaintiff's complaint insofar as it relates to these defendants. Defendants deny the remaining allegations contained in paragraph 16 of plaintiff's complaint.
- 7. Defendants have no knowledge or information sufficient to form a belief as to the allegations contained in paragraphs 19 and 20 of plaintiff's complaint and, therefore, leave plaintiff to its proof.

V. AS TO VIOLATIONS:

Defendants deny the allegations contained in paragraphs
 22, 23 and 24 of plaintiff's complaint.

VI. AS TO EFFECT:

Defendants deny the allegations contained in paragraphs
 25, 26 and 27 of plaintiff's complaint.

FIRST SPECIAL DEFENSE:

10. Any business acts or transactions relating to plaintiff in which these defendants, The Travelers Insurance Company and

The Travelers Indemnity Company, have engaged and which at trial plaintiff may prove to have occurred were conducted within the context of and pursuant to pervasive judicial and administrative regulation by the several states, pursuant to Subsection 2(b) of the McCarran-Ferguson Act, 15 U.S.C. \$1012(b) (1964).

SECOND SPECIAL DEFENSE:

11. Plaintiff has not suffered damage or injury to its property or business; is not the real party in interest, and has no standing to bring this suit.

THIRD SPECIAL DEFENSE:

12. The complaint fails to state a claim upon which relief can be granted against The Travelers Insurance Company and The Travelers Indemnity Company.

Dated at Bridgeport, Connecticut, this 15th day of August, 1966.

DAVID GOLDSTEIN David Coldstein

JACOB D. ZELDES Jacob D. Zeldes

> 955 Main Street Bridgeport, Connecticut

GEORGE D. ERODIGAN George D. Brodigan

> 700 Main Street Hartford, Connecticut

Attorneys for Defendants, The Travelers Insurance Company and The Travelers Indomnity Company ROMAC RESOURCES, INC.

vs.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

ANSWER OF DEFENDANT
THE CONNECTICUT ASSOCIATION OF INDEPENDANT INSURANCE
AGENTS, INCORPORATED

UNITED STATES DISTRICT COURT DISTRICT OF CONNECTICUT

ROMAC RESOURCES, INC.

Plaintiff

CIVIL ACTION

FILE NO. 11386

VS.

HARTFORD ACCIDENT AND INDEMNITY
COMPANY ET ALS

MAY 12, 1966

Defendants

ANSWER OF DEFENDANT

THE CONNECTICUT ASSOCIATION OF INDEPENDENT INSURANCE
AGENTS, INCORPORATED

AS TO ARTICLE I:

This defendant denies the allegations contained in paragraph 1.

AS TO ARTICLE II:

This defendant admits the allegations set forth in paragraph 14 of the complaint.

As to the allegations set forth in the other paragraphs in said

Article, the defendant does not have sufficient knowledge or information
on which to form a belief and therefore leaves the plaintiff to its proof.

AS TO ARTICLE III:

This defendant admits that it resides within the judicial district of the State of Connecticut, but this defendant has no knowledge or information as to any of the other named defendants herein.

AS TO ARTICLE IV:

This defendant denies so much of paragraph 16 which alleges that this defendant is engaged in the insurance business in the State of Connecticut and in various other states of the United States.

As to the other matters set forth in this Article, this defendant has not sufficient knowledge or information on which to form a belief and therefore leaves the plaintiff to its proof.

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LAW OFFICES, SHULANSKY, COHN & WILLIAMS 75 PEARL STREET, HARTFORD, CONNECTICUT 06103

AS TO ARTICLE V:

This defendant denies the allegations set forth in Article V of the complaint.

AS TO ARTICLE VI:

This defendant denies the allegations set forth in Article VI of the complaint.

> DEFENDANT, THE CONNECTICUT ASSOCIATION OF INDEPENDENT INSURANCE AGENTS, INCORPORATED

By

ROBERT E. COHN of Shulansky, Cohn & Williams 75 Pearl Street Hartford, Connecticut 06103

CERTIFICATION

This is to certify that copies of the foregoing answer were served upon the following by mailing the same postage prepaid to them at the addresses hereinafter set forth this 12th day of May, 1966:

> Leonard A. Schine, Esq. 855 Main Street, Bridgeport, Conn. 06603 Attorney for Plaintiff

David Goldstein, Esq. and Jacob D. Zeldes, Esq. 955 Main Street, Bridgeport, Conn. 06603

George D. Brodigan, Esq. 700 Main Street, Hartford, Conn. 06115

Attorneys for The Travelers Insurance Company and The Travelers Indemnity Company

Ralph C. Dixon, Esq. of Day, Berry and Howard One Constitution Plaza Hartford, Connecticut 06103 Attorney for Aetna Casualty and Surety Company

J. Kenneth Bradley, Esq. of Pullman, Comley, Bradley & Reeves 855 Main Street, Bridgeport, Connecticut 06603 Attorney for Nationwide Mutual Insurance Company and Nationwide Mutual Fire Insurance Company

Morris Tyler, Esq. and Lawrence W. Iannotti, Esq. of Gumbart, Corbin, Tyler & Cooper 205 Church Street, New Haven, Connecticut 06510

Attorneys for State Farm Mutual Insurance Company and State Farm Fire and Casualty Company
LAW OFFICES, SHULANSKY, COHN & WILLIAMS 75 PEARL STREET, HARTFORD, CONNECTICUT 06103

John J. Kenny, Esq. of Kenny, Brimmer & Kenny 5 Grand Street, Hartford, Connecticut 06106 Attorney for All State Insurance Company

Frank E. Callahan, Esq. and John D. Fassett, Esq. of Wiggin & Dana P. O. Box 1832, New Haven, Connecticut 06508

Attorneys for Liberty Mutual Insurance Company and Liberty Mutual Fire Insurance Company

MODERN HOME INSTITUTE, INC. ROMAC RESOURCES, INC.

VS.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

ANSWER AND SPECIAL DEFENSE OF DEFENDANTS THE TRAVELERS INSURANCE COMPANY AND THE TRAVELERS INDEMNITY COMPANY TO THE PLAINTIFFS' SUBSTITUTED CONSOLIDATED COMPLAINT

UNITED STATES DISTRICT COURT DISTRICT OF CONNECTICUT

MODERN HOME INSTITUTE, INC. ROMAC RESOURCES, INC.,	
Plaintiffs,	
v.	Consolidated Civil Action Nos. 11386 and 11464
HARTFORD ACCIDENT AND INDEMNITY COMPANY, ET ALS,	
Defendants.	

ANSWER AND SPECIAL DEFENSE OF DEFENDANTS THE TRAVELERS
INSURANCE COMPANY AND THE TRAVELERS INDEMNITY COMPANY TO
THE PLAINTIFFS' SUBSTITUTED CONSOLIDATED COMPLAINT

I. Description Of The Parties, Jurisdiction And Venue

- 1. Defendants deny the allegations contained in paragraphs
 1, 3 through 4 inclusive, 6 through 9 inclusive and 11 of
 plaintiffs' complaint for lack of sufficient information or
 knowledge to form a belief and, therefore, leave plaintiffs to
 their proof.
- 2. Defendants deny the allegations contained in paragraph 2 of the plaintiffs' complaint except admit these defendants are licensed to do business in the State of Connecticut and can be found and transact business within the State of Connecticut.
- Defendants admit the allegations contained in paragraph
 of plaintiffs' complaint.

- Defendants deny the allegations contained in paragraphs
 and 12 of plaintiffs' complaint.
- Defendants deny the allegations contained in paragraph
 of plaintiffs' complaint except admit these defendants have
 their principal place of business within the State of Connecticut.

II. Count One: Nature Of Trade And Commerce And Background

- 6. Defendants admit the allegations of the first, second and fourth sentences of paragraph 14 of plaintiffs' complaint.

 Defendants deny the remaining allegations contained in paragraph 14 of plaintiffs' complaint.
- 7. Defendants admit the allegations contained in paragraph 15 of plaintiffs' complaint insofar as said allegations pertain to these defendants. Defendants deny the remaining allegations of said paragraph for lack of sufficient information or knowledge to form a belief and leave plaintiffs to their proof.
- Defendants deny the allegations contained in paragraphs
 17, 18 and 21 through 28 inclusive of plaintiffs' complaint.
- 9. Defendants deny the allegations contained in paragraphs 16, 19 and 20 of plaintiffs' complaint for lack of sufficient information or knowledge to form a belief and leave plaintiffs to their proof.

III. Count Two

10. As to paragraph 29, the defendants' answers to the allegations set forth in paragraphs 1 through 5, 11 through 15

- 2 -

and 14 through 20 of Count One are hereby made the answer to this paragraph.

Defendants deny the allegations contained in paragraphs
 through 36 inclusive.

IV. Count Three

- 12. As to paragraph 37, the defendants' answers to the allegations set forth in paragraphs 1, 2, 3, 9 and 12 through 20 of Count One are hereby made the answer to this paragraph.
- 13. Defendants deny the allegations contained in paragraphs 38, 39, 41 and 42 for lack of sufficient knowledge or information to form a belief and, therefore, leave the plaintiffs to their proof.
- 14. Defendants deny the allegations contained in paragraph 40 of plaintiffs complaint.
- 15. As to paragraph 43, the defendants' answers to the allegations set forth in paragraphs 34, 35 and 36 of Count Two are hereby made the answer to this paragraph.

V. Count Four

- 16. As to paragraph 44, the defendants' answers to the allegations set forth in paragraphs 1, 2, 4 and 12 through 20 of Count One are hereby made the answer to this paragraph.
- 17. Defendants deny the allegations contained in paragraphs 45, 46, 48 and 49 for lack of sufficient knowledge or information to form a belief and, therefore, leave the plaintiffs to their proof.

- 18. Defendants deny the allegations contained in paragraph
 47 of plaintiffs' complaint.
- 19. As to paragraph 50, the defendants' answers to the allegations set forth in paragraphs 34, 35 and 36 of Count Two are hereby made the answer to this paragraph.

VI. Count Five

- 20. As to paragraph 51, the defendants' answers to the allegations set forth in paragraphs 1, 2, 4 and 12 through 20 of Count One are hereby made the answer to this paragraph.
- 21. Defendants deny the allegations contained in paragraphs52 through 56 inclusive of plaintiffs' complaint.
- 22. As to paragraph 57, the defendants' answers to the allegations set forth in paragraph 1, 2, 4 and 12 through 20 of Count One are hereby made the answer to this paragraph.

VII. Count Six

- 23. As to paragraph 58, the defendants' answers to the allegations set forth in paragraphs 1 and 2, 6 through 10 and 12 through 20 of Count One are hereby made the answer to this paragraph.
- 24. Defendants deny the allegations contained in paragraphs
 59 through 64 inclusive for lack of sufficient knowledge or
 information to form a belief and, therefore, leave the plaintiffs
 to their proof.

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VIII. First Special Defense

25. Any business acts or transactions relating to plaintiffs in which these defendants, The Travelers Insurance Company and The Travelers Indemnity Company, have engaged and which at trial plaintiffs' may prove to have occurred were conducted within the context of and pursuant to pervasive judicial and administrative regulation by the several states, pursuant to Subsection 2(b) of the McCarran-Ferguson Act, 15 U.S.C. \$1012(b) (1964).

IX. Second Special Defense

26. Plaintiffs have not suffered damage or injury to their property or business; are not the real party in interest, and have no standing to bring this suit.

X. Third Special Defense

27. The complaint fails to state a claim upon which relief can be granted against The Travelers Insurance Company and The Travelers Indemnity Company.

XI. Fourth Special Defense

28. The plaintiffs' Substituted Consolidated Complaint alleges new claims against the defendants which are separate and distinct from the allegations set forth in the original complaint and cannot relate back to the date of the original

complaint. Therefore, the plaintifi 'claims set forth in the Substituted Consolidated Complaint are barred by the statute of limitations.

Dated at Bridgeport, Connecticut, this 28th day of January 1972.

THE DEFENDANTS
THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY

By DAVID COLDSTEIN
David Goldstein

SHERIN V. REYNOLDS
Sherin V. Reynolds
Goldstein and Peck
955 Main Street
Bridgeport, Connecticut

GEORGE D. BRODIGAN

George D. Brodigan

700 Main Street

Hartford, Connecticut

Their Attorneys

- 6 -

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid, to the following counsel of record pursuant to Rule 5 of the Rules of Procedure of this Court:

J. Daniel Sagarin, Esquire 855 Main Street, Suite 911 Bridgeport, Connecticut 06603

Leonard A. Schine, Esquire, Joel C. Karp, Esquire, Thomas C. Gerety, Esquire, Ronald Bozelko, Esquire and Robert L. Julianelle, Esquire 855 Main Street Bridgeport, Connecticut 06603

George D. Brodigan, Esquire 700 Main Street Hartford, Connecticut 06115

Robert E. Cohn, Esquire Shulansky, Cohn and Williams 75 Pearl Street Hartford, Connecticut 06103

George Levine, Esquire Levine, Katz, Cohn, Goldstein and Epstein 60 Washington Street Hartford, Connecticut 06106

Edgar W. Bassick, III, Esquire Pullman, Comley, Bradley and Reeves 855 Main Street Bridgeport, Connecticut 06603

Morris Tyler, Esquire and Lawrence W. Iannotti, Esquire Gumbart, Corbin, Tyler and Cooper 205 Church Street New Haven, Connecticut 06510

John J. Kenny, Esquire Kenny, Havens and Widem 49 Pearl Street Hartford, Connecticut 06103

John D. Fassett, Esquire and S. Robert Jelley, Esquire Wiggin and Dana Post Office Box 1832 New Haven, Connecticut 06508 John L. Warden, Esquire and William Piel, Esquire Sullivan and Cromwell 48 Wall Street New York, New York 10005

Richard M. Reynolds, Esquire Day, Berry and Howard One Constitution Plaza Hartford, Connecticut 06103

Dated at Bridgeport, Connecticut, this 28th day of January, 1972.

SHERIN V. REYNOLDS
Sherin V. Reynolds
Goldstein and Peck
955 Main Street
Bridgeport, Connecticut

MODERN HOME INSTITUTE, INC. ROMAC RESOURCES, INC.

VS.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

AMENDED ANSWER AND SPECIAL DEFENSE

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

FEB 23 1872

MODER! ROMAC	RESOURCES,	ITUTE, INC.)
		Plaintiffs,	}

J. DANIEL SAGARIN

Consolidated Civil Action

HARTFORD ACCIDENT AND INDEMNITY COMPANY, ET ALS,

Nos. 11386 and 11464

Defendants.

AMENDED ANSWER AND SPECIAL DEFENSE

The defendants in the above-captioned matter The Travelers Insurance Company and The Travelers Indemnity Company hereby amend their Answer and Special Defenses dated January 28, 1972 by adding the following fifth special defense:

XII. Fifth Special Defense

29. This cause of action is barred by laches.

Dated at Bridgeport, Connecticut, this 22nd day of February , 1972.

THE DEFENDANTS
THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY

By PAVID COLDSTEIN
David Goldstein

Sherin V. REYNCLDS
Sherin V. Reynolds
Goldstein and Peck
955 Main Street
Bridgeport, Connecticut

GEORGE D. BRODICAN
George D. Brodigan
700 Main Street
Hartford, Connecticut

Their Attorneys

MODERN HOME INSTITUTE, INC. ROMAC RESOURCES, INC.

vs.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

ANSWER AND SPECIAL DEFENSES OF DEFENDANT THE AETNA CASUALTY AND SURETY COMPANY TO SUBSTITUTED CONSOLIDATED COMPLAINT

UNITED STATES DISTRICT COURT DISTRICT OF CONNECTICUT

MODERN HOME INSTITUTE, INC. ROMAC RESOURCES, INC.

Plaintiffs

CONSOLIDATED CIVIL

ACTION NOS.

11386 and 11464

: JANUARY 31, 1972

HARTFORD ACCIDENT AND INDEMNITY CO. HARTFORD FIRE AND INSURANCE CO. THE ALTNA CASUALTY AND SURETY CO. THE TRAVELERS INSURANCE COMPANY THE TRAVELERS INDEMNITY COMPANY NATIONWIDE MUTUAL INSURANCE COMPANY NATIONWIDE MUTUAL FIRE INSURANCE CO. ALL STATE INSURANCE COMPANY LIBERTY MUTUAL INSURANCE COMPANY
LIBERTY MUTUAL FIRE INSURANCE COMPANY STATE FARM MUTUAL INSURANCE COMPANY STATE FARM FIRE & CASUALTY COMPANY THE CONNECTICUT ASSOCIATION OF INDEPENDENT INSURANCE AGENTS, INC.

Defendants

ANSWER AND SPECIAL DEFENSES OF DEFENDANT THE AETNA CASUALTY AND SURETY COMPANY TO SUBSTITUTED CONSOLIDATED COMPLAINT

FIRST DEFENSE TO FIRST COUNT

AS TO DESCRIPTION OF THE PARTIES, JURISDICTION AND VENUE:

- Defendant The Aetna Casualty and Surety Company admits the allegations contained in paragraph 4 of the plaintiffs' substituted consolidated complaint.
- Defendant The Aetna Casualty and Surety Company admits the allegations contained in paragraphs 2 and 13 of the plaintiffs' substituted consolidated complaint insofar as they pertain to said defendant. Defendant The Aetna Casualty and Surety Company does not have information or knowledge as to the other defendants sufficient to answer the remaining allegations contained in paragraphs 2 and 13.

- 3. As to the allegations contained in paragraph 12 of plaintiffs' substituted consolidated complaint, defendant The Aetna Casualty and Surety Company admits that this action purports to be brought under Section 4 of the Clayton Act. The remaining allegations of paragraph 12 are denied.
- 4. As to the allegations contained in paragraphs 1, 3, 5, 6, 7, 8, 9, 10 and 11 of the plaintiffs' substituted consolidated complaint, defendant The Aetna Casualty and Surety Company pleads it has insufficient knowledge or information upon which to form a belief, and therefore leaves the plaintiffs to their proof.

COUNT ONE

AS TO NATURE OF TRADE AND COMMERCE AND BACKGROUND:

- Defendant The Aetna Casualty and Surety Company denies the allegations contained in paragraphs 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of the First Count of plaintiffs' substituted consolidated complaint.
- 2. Answering the allegations contained in paragraph 15 of the First Count of plaintiffs' substituted consolidated complaint, defendant The Aetna Casualty and Surety Company admits that it is engaged in the insurance business in the State of Connecticut and in various other states. Defendant The Aetna Casualty and Surety Company does not have information or knowledge as to the other defendants sufficient to answer the allegations contained in paragraph 15 as to such defendants. Except as hereinabove expressly admitted or stated, the allegations of paragraph 15 are denied.

3. As to the allegations contained in paragraph 16 of the First Count of plaintiffs' substituted consolidated complaint, defendant The Aetna Casualty and Surety Company pleads it has insufficient knowledge or information upon which to form a belief, and therefore leaves the plaintiffs to their proof.

SECOND DEFENSE TO FIRST COUNT

The First Count fails to state a cause of action against The Aetna Casualty and Surety Company.

THIRD DEFENSE TO FIRST COUNT

The cause of action alleged in the First Count is barred by the applicable Statute of Limitations.

FOURTH DEFENSE TO FIRST COUNT

The cause of action alleged in the First Count is barred by laches.

COUNT TWO

FIRST DEFENSE TO SECOND COUNT

- 1. As to the allegations contained in paragraph 29 of the Second Count of plaintiffs' substituted consolidated complaint, the defendant The Aetna Casualty and Surety Company here repeats its answers to paragraphs 1 through 5, 11 through 13, and 14 through 20 of Count One of plaintiffs' substituted consolidated complaint.
- 2. Defendant The Aetna Casualty and Surety Company denies the allegations contained in paragraphs 30, 31, 32, 33, 34, 35 and 36 of the Second Count of plaintiffs' substituted consolidated complaint.

SECOND DEFENSE TO SECOND COUNT

The Second Count fails to state a cause of action against The Aetna Casualty and Surety Company.

THIRD DEFENSE TO SECOND COUNT

The cause of action alleged in the Second Count is barred by the applicable Statute of Limitations.

FOURTH DEFENSE TO SECOND COUNT

The cause of action alleged in the Second Count is barred by laches.

COUNT THREE

The allegations of Count Three are not directed to this defendant and accordingly it does not respond thereto.

COUNT FOUR

FIRST DEFENSE TO FOURTH COUNT

- 1. As to the allegations contained in paragraph 44 of the Fourth Count of plaintiffs' substituted consolidated complaint, the defendant The Aetna Casualty and Surety Company here repeats its answers to paragraphs 1, 2, 4, and 12 through 20 of Count One of plaintiffs' substituted consolidated complaint.
- 2. Defendant The Aetna Casualty and Surety Company denies the allegations contained in paragraphs 45, 46, 47, 48 and 49 of the Fourth Count of plaintiffs' substituted consolidated complaint.

3. As to the allegations contained in paragraph 50 of the Fourth Count of plaintiffs' substituted consolidated complaint, the defendant The Aetna Casualty and Surety Company here repeats its answers to paragraphs 34, 35 and 36 of Count Two of plaintiffs' substituted consolidated complaint.

SECOND DEFENSE TO FOURTH COUNT

The Fourth Count fails to state a cause of action against
The Aetna Casualty and Surety Company.

THIRD DEFENSE TO FOURTH COUNT

The cause of action alleged in the Fourth Count is barred by the applicable Statute of Limitations.

FOURTH DEFENSE TO FOURTH COUNT

The cause of action alleged in the Fourth Count is barred by laches.

COUNT FIVE

The allegations of Count Five are not directed to this defendant and accordingly it does not respond thereto.

COUNT SIX

The allegations of Count Six are not directed to this defendant and accordingly it does not respond thereto.

WHEREFORE, having fully answered, defendant The Aetna Casualty and Surety Company prays that plaintiffs' Complaint be dismissed and that defendant The Aetna Casualty and Surety Company have judgment for its costs in this action.

DEFENDANT THE AETNA CASUALTY AND SURETY COMPANY

Richard M. Reynolds

of the firm of Day, Berry & Howard One Constitution Plaza Hartford, Connecticut 06103

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid, to the following counsel of record pursuant to Rule 5 of the Rules of the Procedure of this Court:

J. Daniel Sagarin, Esq. 855 Main Street, Suite 911 Bridgeport, Connecticut 06603 Attorney for the Plaintiffs

Leonard A. Schine, Esq., Joel C. Karp, Esq., Thomas C. Gerety, Esq. Ronald Bozelko, Esq. and Robert L. Julianelle, Esq. 855 Main Street
Bridgeport, Connecticut 06603
Attorney for the Plaintiffs

David Goldstein, Esq. and Sherin V. Reynolds, Esq.
955 Main Street
Bridgeport, Connecticut 06603
and
George D. Brodigan, Esq.
700 Main Street
Hartford, Connecticut '06115
Attorneys for The Travelers Insurance Company and
The Travelers Indemnity Company

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Attorneys for Liberty Mutual Insurance Company and
Liberty Mutual Fire Insurance Company

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New York, New York 10005
Attorneys for Hartford Accident and Indemnity Company and
Hartford Fire Insurance Company

Richard M. Reynolds of Day, Berry & Howard One Constitution Plaza Hartford, Connecticut 06103 MODERN HOME INSTITUTE, INC. ROMAC RESOURCES, INC.

VS.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

ANSWER AND SPECIAL DEFENSES OF THE DEFENDANT THE CONNECTICUT ASSOCIATION OF INDEPENDENT INSURANCE AGENTS, INC. TO THE PLAINTIFFS' SUBSTITUTED CONSOLIDATED COMPLAINT

(167)

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

MODERN HOME INSTITU ROMAC RESOURCES, IN	JTE, INC.)	
·	Plaintiffs)	
v.)	Consolidated Civil Action Nos. 11386 and 11464
HARTFORD ACCIDENT A INDEMNITY COMPANY,		}	
D	efendants	}	February 3, 1972

ANSWER AND SPECIAL DEFENSES OF THE DEFENDANT THE CONNECTICUT ASSOCIATION OF INDEPENDENT INSURANCE AGENTS, INC. TO THE PLAINTIFFS' SUBSTITUTED CONSOLIDATED COMPLAINT

Description of the Parties, Jurisdiction and Venue

- 1. As to the allegations contained in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9 and 13, this defendant does not have sufficient information on which to form a belief, and therefore leaves the plaintiffs to their proof thereof.
 - 2. The allegations contained in Paragraph 11 are admitted.
- The allegations contained in Paragraph 12 are denied.
 Count One
- 4. As to the allegations contained in Paragraphs 14, 15, 17, 18, 19, 20 and 21, this defendant does not have sufficient information on which to form a belief, and therefore leaves the plaintiffs to their proof thereof.
 - 5. The allegations contained in Paragraph 16 are admitted.
- The allegations contained in Paragraphs 22, 23, 24, 25, 26,
 and 28 are denied.

Count Two

7. As to Paragraph 29, this defendant's answers to the allegations set forth in Paragraphs 1 through 5, 11 through 13 and 14 through 20

are hereby made its answer to this paragraph.

- 8. As to the allegations contained in Paragraph 30, this defendant does not have sufficient information on which to form a belief, and therefore leaves the plaintiffs to their proof thereof.
- 9. The allegations contained in Paragraphs 31, 32, 33, 34, 35 and 36 are denied.

Count Three

- 10. As to Paragraph 37, this defendant's answers to the allegations set forth in Paragraphs 1 through 3, 9, Paragraphs 12 through 20 are hereby made its answer to this paragraph.
- 11. As to the allegations contained in Paragraph 38 and 39, this defendant does not have sufficient information on which to form a belief, and therefore leaves the plaintiffs to their proof thereof.
- 12. The allegations contained in Paragraphs 40, 41, and 42 are denied.
- 13. As to Paragraph 43, this defendant's answers to the allegations set forth in Paragraphs 34 through 36 are hereby made its answer to this paragraph.

Count: Four

- 14. As to Paragraph 44, this defendant's answers to the allegations set forth in Paragraphs 1, 2, 4 and 12 are hereby made its answer to this paragraph.
- 15. As to the allegations contained in Paragraphs 45 and 46, this defendant does not have sufficient information on which to form a belief, and therefore leaves the plaintiffs to their proof thereof.
- 16. The allegations contained in Paragraphs 47, 48 and 49 are denied.

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17. As to Paragraph 50, this defendant's answers to the allegations set forth in Paragraphs 34 through 36 are hereby made its answer to this paragraph.

Count Five

- 18. As to Paragraph 51, this defendant's answers to the allegations set forth in Paragraphs 1, 2, 5 and 12 through 20 are hereby made its answer to this paragraph.
- 19. As to the allegations contained in Paragraphs 52 and 53, this defendant does not have sufficient information on which to form a belief, and therefore leaves the plaintiffs to their proof thereof.
- 20. The allegations contained in Paragraphs 54, 55 and 56 are denied.
- 21. As to Paragraph 57, this defendant's answers to the allegations set forth in Paragraphs 34 through 36 are hereby made its answer to this paragraph.

Count Six

- 22. As to Paragraph 58, this defendant's answers to the allegations set forth in Paragraphs 1, 2, 6 through 10 and 12 through 20 are hereby made its answer to this paragraph.
- 23. As to the allegations contained in Paragraphs 59, 60, 61, 62, 63 and 64, this defendant does not have sufficient information on which to form a belief, and therefore leaves the plaintiffs to their proof thereof.

FIRST SPECIAL DEFENSE

The claims alleged in Count One through Count Six inclusive are barred by the applicable Statute of Limitations.

SECOND SPECIAL DEFENSE

The claims alleged in Count One through Count 6 are barred by

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laches.

DEFENDANT-THE CONNECTICUT ASSOCIATION OF INDEPENDENT INSURANCE AGENTS, INC.

By George Levine

of the firm of Levine, Katz, Cohn, Goldstein & Epstein 60 Washington Street Hartford, Connecticut 06106

The second secon

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid, to the following counsel of record pursuant to Rule 5 of the Rules of Procedure of this Court:

J. Daniel Sagarin, Esq. 855 Main Street, Suite 911 Bridgeport, Connecticut 06603

Leonard A. Schine, Esq. Joel C. Karp, Esq., Thomas C. Gerety, Esq. Ronald Bozelko, Esq and Robert L. Julianelle, Esq. 855 Main Street Bridgeport, Connecticut 06603

George D. Brodigan, Esq. 700 Main Street Hartford, Connecticut 06115

Sherin V. Reynolds Goldstein and Peck 955 Main Street Bridgeport, Connecticut

Edgar W. Bassick, III, Esq.
PuliPullman, Comley, Bradley and Reeves
855 Main Street
Bridgeport, Connecticut 06603

Morris, Tyler, Esq. and Lawrence W. Iannotti, Esq. Gumbart, Corbin, Tyler and Cooper 205 Church Street
New Haven, Connecticut 06510

John J. Kenny, Esq. Kenny, Havens and Widem 49 Pearl Street Hartford, Connecticut 06103

John D. Fassett, Esq. and S. Robert Jelley, Esq. Wiggin and Dana P.O. Box 1832 New Haven, Connecticut 06508

John L. Warden, Esq. and William Piel, Esq. Sullivan and Cromwell 48 Wall Street
New York, New York 10005

Richard M. Reynolds, Esq. Day, Berry and Howard One Constitution Plaza Hartford, Connecticut 06103 tained in paragraphs 2 and 13.

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Dated at Hartford, Connecticut, this 3rd day of February, 1972

GEORGE LEVINE

Levine, Katz, Cohn, Goldstein & Epstein 60 Washington Street Hartford, Connecticut 06106

MODERN HOME INSTITUTE

VS.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

ANSWER OF DEFENDANTS
HARTFORD ACCIDENT AND INDEMNITY COMPANY
AND HARTFORD FIRE INSURANCE COMPANY TO
THE SUBSTITUTED CONSOLIDATED COMPLAINT

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

MODERN HOME INSTITUTE, et ano.,

Plaintiff, :

:

Consolidated Civil Action

-against-

Nos. 11386 and 11464

HARTFORD ACCIDENT AND INDEMNITY COMPANY, et al.,

Defendants.

ANSWER OF DEFENDANTS
HARTFORD ACCIDENT AND INDEMNITY COMPANY

AND HARTFORD FIRE INSURANCE COMPANY TO THE SUBSTITUTED CONSOLIDATED COMPLAINT

Defendants Hartford Accident and Indemnity

Company and Hartford Fire Insurance Company, by their

attorneys, for their answer to the substituted consolidated complaint:

- 1. Have neither knowledge nor information sufficient to form a belief as to the averments in paragraph 1.
- 2. Admit that this action purports to be brought in this Court pursuant to the grants of jurisdiction in 15 U.S.C. § 15, 28 U.S.C. § 1331 and 28 U.S.C. § 1337, but otherwise deny the averments in paragraph 12, and further aver that Section 1 of the Sherman Act, 15 U.S.C. § 1, has, by reason of Subsection 2(b) of the McCarran-Ferguson Act, 15 U.S.C. § 1012(b), no application to any of their acts or transactions relating to plaintiffs,

and thus that this Court is without jurisdiction under any of the averred statutory grants.

- ance has been unprofitable during the last decade due to inadequate rates, to the detriment of both insurers and agents, and the averments of paragraph 17 are, therefore, contrary to actual fact, these defendants do not choose to contest such averments since they are irrelevant and immaterial to the plaintiffs' alleged claim and thus, for purposes of this action only, admit said averments.
- 4. Admit the averments in paragraph 18, except deny that they acquire information concerning expiration dates (other than of policies issued by them) or that in the course of their business they attribute any monetary value to such information, and have neither knowledge nor information sufficient to form a belief as to the extent, if any, or expense of the acquisition of information about expiration dates by other insurance companies or by independent agents.
- 5. Deny the averments in paragraphs 19 through 28, 30 through 36 and 38 through 43.
- 6. Respond to paragraph 29 and 37 as to the paragraphs respectively incorporated by reference therein.
- Make no response to paragraphs 44 through
 as counts four through six assert no claim against them.

AS AND FOR A SEPARATE AND COMPLETE DEFENSE TO THE ACTION

8. Any business acts or transactions relating to plaintiffs in which defendants Hartford Accident and

Indemnity Company and Hartford Fire Insurance Company may have engaged and which at trial plaintiff may prove to have occurred were conducted within the context of and pursuant to pervasive judicial and administrative regulation by the several States and therefore, under Subsection 2(b) of the McCarran-Ferguson Act, 15 U.S.C. § 1012(b), the complaint fails to state a claim upon which relief can be granted.

AS AND FOR A SECOND SEPARATE AND COMPLETE DEFENSE TO THE ACTION

9. The complaint is barred by the statute of limitations.

WHEREFORE, defendants Hartford Accident and Indemnity Company and Hartford Fire Insurance Company demand judgment dismissing the complaint and awarding them the costs of this action.

Dated: February 4, 1972.

WILLIAM PIEL, JR.
JOHN L. WARDEN
48 Wall Street
New York, New York 10005.

J. READ MURPHY
MURTHA, CULLINA, RICHTER & PINNEY
97 Elm Street
Hartford, Connecticut 06103.

By

Attorneys for Defendants Hartford Accident and Indemnity Company and Hartford Fire Insurance Company MODERN HOME INSTITUTE, INC. ROMAC RESOURCES, INC.

v.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

AMENDED ANSWER AND SPECIAL DEFENSE

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

MODERN HOME INSTITUTE, INC.

ROMAC RESOURCES, INC.,

Plaintiffs,

Consolidated
Civil Action
Nos. 11386 and 11464

HARTFORD ACCIDENT AND
INDEMNITY COMMANY, ET ALS,

Defendants.

AMENDED ANSWER AND SPECIAL DEFENSE

The defendants in the above-captioned matter The
Travelers Insurance Company and The Travelers Indemnity
Company hereby amend their Answer and Special Defenses
dated January 28, 1972 by adding the following fifth special
defense:

XII. Fifth Special Defense

29. This cause of action is barred by laches.

Dated at Bridgeport, Connecticut, this 22nd day of February , 1972.

THE DEFENDANTS
THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDENNITY COMPANY

By FWID COLDSTEIN
David Goldstein

SHERIN V. REYNOLDS
Sherin V. Reynolds
Goldstein and Peck
955 Main Street
Bridgeport, Connecticut

GEORGE D. ERODICAN
George D. Brodigan
700 Main Street
Hartford, Connecticut

Their Attorneys

......

CERTIFICATE OF SERVICE

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0.

7. As to Paragraph 29, this defendant's answers to the allegations set forth in Paragraphs 1 through 5, 11 through 13 and 14 through 20

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing

Motion to Amend Answer and Special Defense, Amended Answer

and Special Defense, and Notice of Motion have been mailed,

postage prepaid, to the following counsel of record pursuant

to Rule 5 of the Rules of Procedure of this Court:

J. Daniel Sagarin, Esquire 855 Main Street, Suite 911 Bridgeport, Connecticut 06603

Leonard A. Schine, Esquire, Joel C. Karp, Esquire, Thomas C. Gerety, Esquire, Ronald Bozelko, Esquire, and Robert L. Julianelle, Esquire
855 Main Street
Bridgeport, Connecticut 06603

George D. Brodigan, Esquire 700 Main Street Hartford, Connecticut 06115

Robert E. Cohn, Esquire Shulansky, Cohn and Williams 75 Pearl Street Hartford, Connecticut 06103

George Levine, Esquire Levine, Katz, Cohn, Goldstein and Epstein 60 Washington Street Hartford, Connecticut 06106

Edgar W. Bassick, III, Esquire Pullman, Comley, Bradley and Reeves 855 Main Street Bridgeport, Connecticut 06603

Morris Tyler, Esquire and Lowrence W. Iannotti, Esquir Gumbart, Corbin, Tyler and Cooper 205 Church Street New Haven, Connecticut 06510

are barred by the applicable Statute of Limitations.

SECOND SPECIAL DEFENSE

The claims alleged in Count One through Count 6 are barred by

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MODERN HOME INSTITUTE, INC., et al

vs.

HARTFORD ACCIDENT AND INDEMNITY COMPANY, ET AL

MOTION FOR SUMMARY JUDGMENT OF THE DEFENDANTS THE TRAVELERS INSURANCE COMPANY AND THE TRAVLERS INDEMNITY COMPANY

(199)

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT

MODERN HOME INSTITUTE, INC. and ROMAC RESCURCES, INC., Plaintiffs,

vs.

CIVIL ACTIONS NOS. 11386 and 11464

HARTFORD ACCIDENT AND INDEMNITY COMPANY,)
HARTFORD FIRE INSURANCE CO., THE AETNA)
CASUALTY AND SURETY CO., THE TRAVELERS)
INSURANCE COMPANY, THE TRAVELERS INDEMNITY)
CO., ALLSTATE INSURANCE COMPANY, and)
THE CONNECTICUT ASSOCIATION OF INDEPENDENT)
INSURANCE AGENTS, INC.,)
Defendants.)

MOTION FOR SUMMARY JUDGMENT OF THE DEFENDANTS
THE TRAVELERS INSURANCE COMPANY AND
THE TRAVELERS INDEMNITY COMPANY

The defendants, The Travelers Insurance Company and
The Travelers Indemnity Company, move the Court to enter,
pursuant to Rule 56 of the Federal Rules of Civil Procedure, a
summary judgment in their favor dismissing the action against
them on the grounds that there is no genuine issue as to any
material fact and that said defendants are entitled to a judgment
as a matter of law.

This motion is based upon:

- (a) The pleadings on file with the Court
- (b) The depositions of Robert D'Arpa, Max Wallach, Virgil Roby, Lester F. Crossley, John R. Coakley, William W. Ellis, H.D. VanGils, Frederick W. Briggs, Dean Jeffers and R. Channing Barlow

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- (c) The affidavit of George D. Brodigan in support of this motion for summary judgment dated April 30, 1973
- (d) The brief of the moving defendants in support of this motion for summary judgment.

Attached hereto in support hereof are the affidavit of George D. Brodigan dated April 30, 1973, and the brief of the moving defendants in support of this motion for summary judgment.

Dated this 3rd day of May, 1973.

THE DEFENDANTS
The Travelers Insurance Company
The Travelers Indemnity Company

By David Goldstein

David Goldstein, Esquire
Goldstein and Peck
955 Main Street
Bridgeport, Connecticut

George D. Brodigan
George D. Brodigan, Esquire
700 Main Street
Hartford, Connecticut

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT

MODERN HOME IMSTITUTE, INC. ROMAC RESOURCES, INC., Plaintiffs

VB.

HARTFORD ACCIDENT AND INDEMNITY COMPANY
HARTFORD FIRE AND INSURANCE CO., THE
AETNA CASUALTY AND SURETY CO., THE
TRAVELERS INSURANCE COMPANY, THE TRAVELERS
INDEMNITY CO., ALLSTATE INSURANCE COMPANY
THE CONNECTICUT ASSOCIATION OF INDEPENDENT
INSURANCE AGENTS, INC.
Defendants

CIVIL ACTION NOS. 11386 and 11464

AFFIDAVIT OF GEORGE D. BRODICAN IN SUPPORT OF DEFENDANTS, THE TRAVELERS INSURANCE COMPANY AND THE TRAVELERS INDEMNITY COMPANY, MOTION FOR SUMMARY JUDGMENT

GEORGE D. BRODIGAN, being sworn, states:

- 1. I am an attorney and member of the Law Department of The Travelers Insurance Companies. My responsibilities are essentially in the areas of federal antitrust law and corporate litigation.
- 2. I make this Affidavit in support of the defendants
 The Travelers Insurance Company's and The Travelers Indemnity
 Company's Motion for Summary Judgment dismissing the Substituted

Consolidated Complaint.

- 3. The principal materials upon which defendants The Travelers Insurance Company and The Travelers Indemnity Company rely in support of their Motion for Summary Judgment are two documentary exhibits taken from Travelers files (Deft's Ex. 55 and 56) and the depositions of three Travelers personnel:

 Messrs. Roby, Crossley and Coakley (which exhibits and depositions are already before the Court).
- 4. In further support of this Motion, there are a few additional facts to which I should like to invite the Court's attention.
- 5. On or about November 15, 1964, John R. Coakley and Audrow Nash came to see me relative to their having received a letter from the Justice Department concerning their dealings with Romac Resources (Ex. A to this Affidavit).
- 6. In discussing contents of this letter and the purport of same, I inquired of these two men the circumstances under which Romac Resources came to see them, what transpired when they met with the Romac personnel, and the basis for Travelers' decision not to purchase Romac's product. I further inquired of them with whom any and all discussions on this matter took place.
- 7. The inquiry by the Justice Department was answered via a letter of Audrow Nash, dated November 20, 1964 (Ex. B. to this Affidavit), the contents of which I approved.
- 8. Subsequent thereto, and before these actions were instituted, I enlarged the scope of my investigation. In addition to inquiring of Messrs. Coakley and Nash (who died in 1965), I

communicated with Mr. Virgil P. Roby, formerly Vice President of the Travelers Agency Department, whose directive of June 25, 1962 (Travelers Ex. No. 2) apparently was the motivating force in Travelers being named in these actions.

- 9. Since Mr. Roby had retired, I communicated with him by mail. His answer to me was by letter of September 25, 1965, the contents of which were subsequently read into his deposition (Roby deposition, pp. 5081-5084).
- 10. I also corresponded on this matter with Lester P. Crossley, formerly Manager of the Hartford Branch Office of The Travelers, who sent out a letter to agents dated May 18, 1962 (Deft's Ex. 57). What he told me was subsequently repeated in his deposition (Crossley deposition, pp. 5062-5065).
- 11. I further reviewed all of the written material, which was quite scanty, concerning the Romac matter, and found no evidence therein of any communication with any person or organization outside of The Travelers organization, be the same another insurance company, or an agency organization, or an agent.
- 12. All of The Travelers' files relative to this matter, as well as documents and literature pertaining to its agency relationships, have been made available to the plaintiffs.
- 13. The reason for Travelers' rejecting Romac's offer was stated by Mr. Coakley in his letter of May 18, 1962, to Mr. D'Arpa, (Deft's Ex. 56) which states that:

"Because of The Travel .s commitment to the independent system of agency representation (that is, the ownership of expirations by the agent himself) we cannot at the

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present time be responsible as a company for the purchase of this information."

14. This reason was subsequently reiterated in the depositions of Messrs. Roby, Crossley and Coakley (Roby deposition, p. 5084, Crossley deposition, p. 5066, and Coakley deposition, pp. 5126-5127).

three textbooks on the business of insurance which might be helpful to the Court in explaining the "independent agency system," often called the "American Agency System" (pertinent portions have been underlined): "General Insurance" by Bickelhaupt & Magee (8th ed. 1970) pp. 93-100; "Risk and Insurance" by Greene (2d ed. 1968 pp. 128-136; "Property and Liability Insurance Handbook" by Gregg (1965) pp. 941-944 (Ex. C, D and E to this Affidavit).

personnel and a review of all the materials relative to this case,
I can unequivocally state that no member of The Travelers organization at any time discussed the Romac matter outside The Travelers organization. The depositions of Messrs. Roby, Crossley and Coakley support this conclusion (Roby deposition, pp. 5083-5085,
Crossley deposition, pp. 5063-5065, and Coakley deposition, p. 5127)

GEORGE D. ERODIGAN George D. Eroolgan

STATE OF COMMUNICATION SECOUNTY OF HARTFORD

April 30, 1973

Personally appeared before me GEORGE D. ERODICAN, signer and scaler of the foregoing affidavit, who, being duly sworn, states that the foregoing affidavit, and all the allegations set forth therein, are true to the best of his knowledge and belief.

RUTH P. CAPE
Ruth P. Cape
Notary Public

(SEAL)

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REFER TO

DEPARTMENT OF JUSTI
ANTITRUST DIVISION

FIRST PLOOP

42 BROADWAY

NEW YORK, N. Y. 10004

CORTLANDT 7-7100

SL:RAG

60-169-0

November 13, 1964

Travelers Insurance Co. 700 Main Street Hartford, Connecticut

Gentlemen:

Attention: Mr. Andro Nash

This office is conducting an investigation to determine possible violations of federal antitrust laws arising out of alleged refusal to purchase lists of expiration dates of automobile insurance policies from Romac Resources, Inc.

We would appreciate it if you would furnish us with the following information:

- 1. Were negotiations held between Messrs. D'Arpa and Wallach of Romac and Messrs. Nash and Coakley of Travelers, relevant to engaging the services of Romac to furnish Travelers with the names and addresses of holders of automobile insurance policies and the expiration dates of the policies?
- 2. Set forth the substance of such negotiations.
- 3. Set forth the reasons why Travelers decided against purchasing the expiration lists from Romac.
- 4. Did Travelers consult with insurance companies or Agents
 Associations concerning Romac's proposal to sell the expiration lists? If so, please furnish the identity of
 the persons and the companies with whom you discussed this
 matter.

If you have any questions, please telephone Mr. Samuel London, of this office, at CO 7-7100, Extension 228.

Thank you for your kind cooperation.

Sincerely yours,

WILLIAM H. OFRICK, JR. Assistant Attorney Common

sy /

JOHN J. CALGAY Chief, New York Office

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EXHIBIT A to Brodigan Affidavit

the little of for

November 20, 1964

Mr. William H. Orrick, Jr. Assistant Attorney General Department of Justice 42 Broadway Hew York, N. Y. 10004

Dear lir. Orrick:

Attention: Mr. John J. Galgay

Ro: SL:PAG 60-169-0

Messre. D'Arpa and Wallach contacted us in the late Spring of 1962 with a proposition to furnish the Company lists of automobile owners along with the expiration dates of their automobile insurance policies. They proposed that we buy this informat on from their firm, Romac Resources, Inc., in whatever quantity they could furnish at a per name cost of between 30¢ and 45¢ each.

After one, or perhaps two, meetings with these individuals the Company decided not to accept their proposition because The Travelers conducts its business through its agents and brokers, and entrusts them with the task of finding and celling to prospects. This is known in the insurence industry as the "Independent Agency System".

The Company was not in contact with any other company or any agents' associations during the time it met with these men, or at any time after, for that matter.

I hope this answers your questions regarding this matter.

Sincerely yours

AN:B

Audrow Hesh Assistant Superintendent of Agencies

cc: Attorney Brodigan

EXHIBIT B to Brodigan Affidavit 71AAA

General Insurance

DAVID L. BICKELHAUPT

Professor of Insurance College of Administrative Science The Ohio State University

JOHN H. MAGEE

Late Director for Maine of the

Federal Housing Administration, and

Assistant Professor of Economics and Sociology University of Maine

> 368.01 Ccp. 72

1970 Eighth Edition



Richard D. Irwin, Inc., Homewood, Illinois Irwin-Dorsey Limited, Georgetown, Ontario

MARKETING METHODS

Agency versus direct-selling systems

Insurance is distributed from the insurers to policyholders in a variety of ways. Most important is an agency system of representatives who operate under the authority given them by the insurers to make legal transactions with the consumer of insurance. The complex nature of insurance and its usual significance to the insured make such personal contact through an intermediary essential to the sale of most insurance.

Only in the case of insurers who restrict their lines to a local territory do the insureds in the usual course of business come in contact with company officers. In the greater number of cases the contact between insured and insurer is made through an agent who is paid by the company he represents. The discussion of insurer representatives in the next section assumes major importance when the widespread use of agency systems in marketing insurance is realized.

The exception to the general rule that insurance is sold mainly through agents is in the case of direct-selling systems under which the insurer deals directly with the insured, without agents, through employees of the insurer. In specialized and limited lines of insurance these systems may assume some importance. The familiar vending machines in the airport for selling aviation accidental death and medical expense protection are one example. Many health insurers also operate by using direct-mail advertising. All correspondence is direct from the company to the prospect, and the insurance contract is written and serviced without an agent. For another example, the Factory Mutuals deal directly with insureds in writing fire insurance for large businesses. A few automobile insurers have applied the system successfully in writing automobile insurance.

In life and health insurance the growth of group insurance (see Chapters 24 and 28) with sales through salaried employees of the insurer instead of depending entirely upon the traditional commission agents is evidence of a trend which might be called a compromise between direct and agency systems of marketing. The idea also has begun to be applied in the property-liability field, especially automobile insurance. This may be one of the most significant developments of the 1970's.

Life insurance agency systems

A distinction should be observed between the usual agency method of marketing-life insurance as opposed to property insurance. In life insurance the insurers normally use agents who represent only one insurer. The agent sells life insurance for one company and therefore is closely related to the needs, rules, and policy forms of that insurer. A general agent often provides field supervision of the sales in a given territory for

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products who distributes goods for one major producer. The general agent works under the authority of the company he represents and hires, trains, and directs the activities of his life agents. He is paid a commission for the business his agents write, but the actual acceptance of the life insurance contracts is performed at the home office of the life insurer. Many insurers have a branch manager instead of a general agent. He usually operates more as an employee of the insurer than as an individual entrepreneur and is likely to be paid largely by salary. The distinctions are not always maintained.

A new development in life insurance is the trend toward life insurance agents (and sometimes property-liability agents, too) selling mutual funds or other investments as well as life insurance contracts. This may be regarded as an important change in life insurance agency systems, as different licensing, training, compensation, and organization may evolve from these broadening financial services in the future.

Property insurance agency systems

In property insurance two major agency systems of marketing are used to distribute the fire, automobile, and other casualty insurance contracts:

(1) the independent agency system and (2) the exclusive agency system. The reasons why the distribution system for property insurance is different from that for life insurance involves many factors. Included might be the historical fact that in the property business the 10 largest companies have written a smaller share of the business; the need of the property-liability agent to have several insurers in order to write large risks or varied types of insurance; and the short duration of the contract which permits and/or requires the property agent to change his client's insurance from one insurer to another as needs and markets fluctuate.

Independent agency system. Traditionally the predominant method has been an agency system in which the agent represents several or many insurers. This is known as the independent agency system. The agent is independent in the sense that he may place his business with any one of a number of insurers (perhaps as few as 5 or as many as 30) whom he represents as agent. He sells on a commission or fee basis as an independent contractor for insurers that recognize ownership, use, and centrol

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The primary terms used to describe insurance marketing systems have caused much confusion in recent years. In 1963 the Committee on Property and Liability Insurance Terminology of the American Risk and Insurance Association agency system, and (3) exclusive agency system. For further information on the changes in insurance marketing, see John N. Cosgrove, Competition in Insurance Marketing (Cincinnati, Ohio: The National Underwriter Company, 1960); and also David L. Bickelhanpt, "Trends and Innovations in the Marketing of Insurance," Journal of Marketing, Vol. 31, No. 3 (July, 1967), pp. 17-22.

of policy and expiration records as belonging to the agent. The agent often has the authority to bind the insurer immediately for many of the kinds of insurance he writes for his policyholders. A branch office or general agency of each insurer may supervise the activities of the agent on the local level.

Exclusive agency system. The exclusive agency system of marketing property insurance has risen in recent decades with the growth of automobile insurance and simplified insurance coverages (nonbusiness) for the individual. Here the agent normally represents only one company, as in the case of the typical life insurance agent. His agency contract limits his representation to one insurer or a few which are under common management. It reserves to the insurer the ownership, use, and control of policy and expiration data. The agent may have binding authority. The larger exclusive agency insurers, such as State Farm Mutual, Allstate, and Nationwide Mutual, have made tremendous increases in their sales of automobile insurance in the last decade and more recently are showing substantial gains in fire, homeowners, and even life and health insurance.

Comparisons. The advantages and disadvantages of these two marketing systems in property insurance are not easily seen by the policyholder. Certainly the terms are often misleading. Less desirable than the above contrast between independent and exclusive agency systems are the two terms American Agency System and direct-writing system which have been extensively used to describe, respectively, these two competing systems of marketing. Obviously, the direct-writing system can be just as "American" as the American Agency System, and the American Agency System just as "direct" as the direct-writing system! Even with the newer suggested terms, one should point out that an independent agent is dependent to a certain extent on the insurers he represents and an exclusive agent may have some measure of independence from his insurer. Also, the exclusive agency system is not automatically better or of higher caliber as it may imply. In fact, its critics call it the "captive" agency system!

The marketing changes of recent years have resulted in considerable competition. Benefits to the consumer in the form of lower costs through emphasis on reducing expenses and more options for broader coverages have been a favorable result of the competitive era during the past two decades. The insured must analyze his choice in terms of both cost and service from the individual agent, regardless of the name of the agency

The main advantage of the exclusive agents is lower cost, through reduced commissions or decreased expenses due to centralization of some functions such as policy writing, records keeping, billing, training, advertising, and sales. They also have a potential advantage to receive more education and training from one insurer that can design such programs specifically for the full benefit of the exclusive agent and his insurer. Representing one insurer can simplify the agent's job but may narrow the

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help which the agent can give a client who, for example, needs to obtain a difficult type of coverage.

The independent agents have substantial advantages in representing more than one insurer and in their ownership of expirations. Since no one insurer is the best in all lines and all territories, the agent serves an important purpose in serving as an expert in choosing the best companies to write insurance for the individual needs of his clients. He thus has a wider choice and variety of coverages, prices, and services for his policyholders.

It is fair to predict that no one agency system will be destroyed by the other in the current era of changing distribution patterns of insurance. Each system has some merit and each will retain and increase its share of the market in the proportion that it meets the real needs of the insurance consumer.

As an example of the accelerated changes which are occurring, note that group insurance marketing in life, health, and annuities increased 110 percent from 1959 to 1967. About 40 percent of the total premiums for these lines of insurance are now the result of group contracts. Many of the larger property-liability insurers began in the late 1960's to experiment, adapt, or adopt some form of group or "mass merchandising" to the automobile and homeowners insurance needs of employees of larger employers. With more flexible regulation the potential growth in this area is great, although the advantages to insurer and insured require careful analysis.

TYPES OF INSURER REPRESENTATIVES

The insurance buyer is often most concerned, and rightly so, with the representative of the insurer with whom he has direct contact. The legal type of insurer or the marketing system used is often of secondary importance to the insured. The applicant for insurance makes contact with the insurer through one or more of the following: (a) agents, (b) solicitors, (c) brokers, and (d) service representatives.

Agents

The agent is a representative of the insurer, and the authority under which he operates is delegated through an agency contract. An agent may be a natural person, a partnership, or a corporation. The significant feature of the agency relationship is that the agent is appointed and authorized by an insurance company to act as its representative with authority to solicit, negotiate, and effect contracts of insurance or annuities in its behalf.

The powers of the agent are governed by the document creating the agency, sometimes termed a "commission of authority." The terms general agent, local agent, and state agent, among others, are frequently used in the insurance business. The local agent who makes contact with the

applicant for insurance may be designated general agent, regional agent, or simply agent. All of these terms have a specialized significance within the business and may represent the nature of the position of the agent with the company or the commission arrangement.

Legally, regardless of company terminology, a property-liability agent is either a general agent or a limited agent. A general agent (other than in life insurance) can bind a risk and thereby make insurance effective immediately and prior to the actual delivery of the policy. Many such agents do not have to wait for the contract to be written by the insurer, as the agent writes the contract in his office for such usual coverages as fire, auto, or homeowners policies. If the agent's powers are limited or restricted, he must operate within the scope of the authority delegated to him. It has been noted in Chapter 4 that secret limitations do not bind a third party, and the agent may bind the principal if he is acting within

the apparent scope of his authority. Life. In the strict legal sense, company officers act in the capacity of agents in issuing policies and otherwise conducting the affairs of the corporation. However, as the term "agent" is used in the insurance business, regularly salaried officers of the company are by definition excluded. The life insurance business customarily limits the authority to issue or modify life insurance contracts to company officers. Life insurance agents are limited agents. Generally speaking, life insurance agents are authorized to solicit, receive, and forward applications for the contracts written by their companies. The agent is authorized to receive the first premium due on the application obtained by him, but not subsequent premiums. An exception is the "industrial" life insurance agent who does collect renewal premiums regularly at the home of the policyholder. He is authorized to collect all the premiums and forward them to the company, following the company rules in the matter of receipt. An agent may under special authorization collect funds other than the first premium, but the authorization will outline the procedure and the receipt form to be used. The authority of the life insurance agent in the matter of collections is, therefore, limited.

The authority of the life insurance agent is limited not only in the matter of collections but also in the ability to accept risks or bind the coverage. The life insurer issues the contract after receiving the written, signed application and also usually a medical examination report. The agent cannot "cover" the policyholder immediately. He does not have the right to modify the contract, either, such as by extending the time for payment of the premiums.

Property. Agents appointed to represent property and liability insurers are as a rule granted the powers of a general agent. The limitations to their authority are set forth in the agency agreement. Such agents may bind their companies by oral contract as well as waive policy provisions. Among other responsibilities they inspect risks and collect premiums due.

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Many such agents do not have to wait for the contract to be written by the insurer, as the agent writes the contract in his office for such usual coverages as fire, auto, or homeowners policies. Special contracts for business liability, steam boiler explosion, glass breakage, or other perils may have to be issued by the insurer in the home office or branch office. Few agents have authority to bind or issue bonds, especially contract bonds, except in a few types within prescribed limits.

Solicitors

A solicitor is an individual authorized by an insurance agent or broker to solicit contracts of insurance or annuities. He acts only on behalf of one agent or broker. He does not have authority to bind the company with respect to risk, but in connection with his business activities, he is authorized to collect premiums. The solicitor transacts business in the name of the agent or broker by whom he is employed, and the employer is responsible for his acts or omissions within the scope of his employment. In some urban areas, the larger insurance agencies may employ numerous solicitors.

Brokers

Like the agent, a broker may be a person, partnership, or corporation. Unlike the agent, who legally represents the insurer, the broker acts on behalf of the insured. He is an independent contractor and is remunerated usually on a commission basis. His principal function is to assist the applicant for insurance in placing risks. The broker has been termed an anomaly in that he serves the insured, yet is paid by the insurer.

In the early days it was contended that the broker rendered no service since he did for the insured only what the company officers were ready and willing to do. Their value to the insurance company, however, was finally recognized; and by informing themselves of rates, forms, and other technical features of the business, they became increasingly useful to the insured. Since they secured their remuneration in the form of a commission from the company, their service to the insured had the additional attraction of being free. Brokers are now recognized intermediaries between the insurer, or his agent, and the insured.

There is sometimes some confusion by insureds because they do not differentiate between an insurance broker and an agent. The insurance agent is acting under specific and delegated authority from his company and is authorized to bind his company within limits of his delegated authority. The broker, on the other hand, has no such authority, and in most jurisdictions he is recognized as the agent of the insured. Some states specifically provide that for the purposes of collecting premiums and delivering policies, the broker is an agent of the company but for all other purposes, he is agent of the insured.

Because the broker is held to represent the policyholder, the insured

is bound by the acts of the broker with respect to all the negotiations between insurer and insured. Any misrepresentation, mistakes, breach of warranty, or fraud perpetrated by the broker makes the insured responsible as if he himself committed the acts. Notice of cancellation may be given to the broker and effectively terminate coverage.

It is important to understand clearly that the broker on his own authority cannot make insurance effective. He is not a party to an insurance contract as an insurer. He negotiates insurance contracts on behalf of third parties who are insureds but never negotiates for the same transaction on behalf of the company from which he derives his remuneration. However, many insurance agents may be licensed both as agents and brokers. The simplest illustration is to be found in the case of an agent who commits his own companies for a part of a line and acts as broker in placing any excess his own companies are not able to handle through

another agency.

There are brokers who specialize in writing insurance for lines that are otherwise difficult to place. These are called excess line brokers (or surplus line brokers). In some classifications a market for coverage is difficult to find; for example, the category that has a high loss frequency or a severity potential so great that it would strain the facilities of the ordinary markets. Then there are lines fraught with great uncertainty, such as products liability coverage of new and untried products that might with failure bring about catastrophic claims. In this category are to be found cosmetics and drugs. Other examples of business done by excess line brokers include liability insurance for automobile racing or amusement parks, burglary insurance for large value inventories in warehouses, water damage insurance for large manufacturers, and many others.

In some instances the brokers are obliged to seek a market such as that afforded by Lloyd's of London or other international insurers. In other instances the business is placed for a premium higher than locally established rates with companies that have not been licensed to do business in

a particular state and are known as "nonadmitted companies."

The nonadmitted character of much of the market handling excess lines business should invite the careful scrutiny of the prospective insured. The excess line broker may not always deal with the insured directly but may be sought out by the insured's broker. Many states require special licenses for excess line brokers. It is also desirable that insofar as it is possible to do so, excess lines be placed with companies licensed in the state where the business is placed. If this is impossible, the insured should carefully check the financial responsibility of the company in question as well as its reputation.

While the major part of life insurance production is handled by company agents, there are a number of life brokers who place the business they produce with the company that they feel to be in a position to handle and service the line adequately. Group insurance has proved a fertile field

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for brokers. Since underwriting rules of companies differ so widely, the placing of a group risk may involve its submission to several companies. Brekers with a number of company contracts and knowledge of the extent and limitations of the particular field as set up by the company underwriters are admirably situated to handle lines of this sort.

A significant volume of brokerage business arises from life agents who fundamentally represent one life company but place business in another because clients want the particular plan it offers or because they may place it on a more favorable basis in view of the underwriting limits of their own company. While this type of business is classed as brokerage, the client is to be distinguished from the life broker who is attached to no particular company and originates business and places it where the best market is to be found. Specialists in estate planning, group insurance, pension plans, or other specialized fields where transactions are large and competition keen are fields in which the life broker is more and more making his influence felt.

Service representatives

Many companies and some large agencies employ specialists on a salary basis to work with and assist agents in writing specialized lines. Such employees are termed service representatives and may help an agent to sell or service insurance. Company officers, managers, or general agents of insurance companies employed on a salary basis are not included in the category of service representatives. A license is not usually required by the state to act as a service representative.

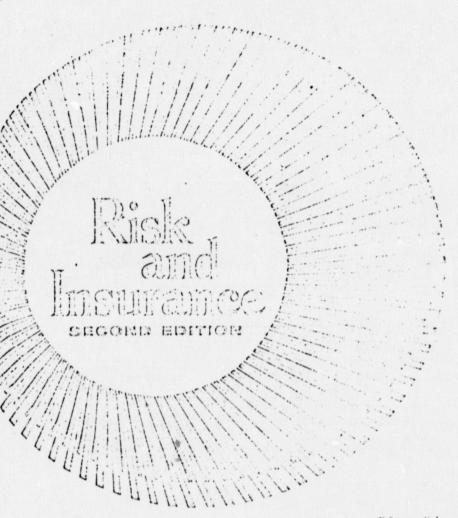
Examples of service representatives are common in both the life and property insurance fields. In property insurance, "special agents" are used by many companies to initiate agency contracts, help the agent on special sales problems, and generally keep the agent informed of new contracts and services of the insurer. Engineering and appraisal services are often provided by company specialists in conjunction with local agents. Company claims adjusters also work in cooperation with the agents on many of the losses involving large amounts or special problems.

In life insurance the service representatives include advanced underwriting specialists who aid the life agent in estate programming and tax planning. Many salaried training specialists are used by general agents to recruit, supervise, and help the new life agent. Most companies writing group life and health coverages provide salaried company representatives who aid the life insurance agent in writing group contracts.

THE PROFESSIONAL CONCEPT OF INSURANCE MARKETING

The insurance business is placing increasing emphasis upon the value of education and training. Training is predicated upon the premise that no longer is the insurance agent a mere canvasser for business but rather on the basis of education and training, he is in a position to diagnose the

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Mark R. Create Professor of Insurance University of Oregon 86%, CI 640C 01p.21



SIAAA EXHIBIT D to Brodigan Affidavit

the growth of stock insurers in the life insurance field is the greater relative growth in numbers of stock companies. Stock insurers cousti tuted 90 percent of the total of 1,624 companies in the United States in June of 1965. A majority of the stock insurers are small concerns that were formed since 1950. Most of them have been organized in the west south-central region of the United States, particularly in Texas, Louisiana, and Arizona. These three states alone had 532 life insurers in 1965, or one third of all insurers. Other leading states were Illinois, with 92, and Pennsylvania with 63. These data include life insurers of both types operating in 1965.1 Other reasons for the great expansion of stock insurers include the ease with which life insurance companies may be formed in these states, certain tax advantages available to life insurers in reporting investment income, and generous supplies of capital seeking

On the other hand, the mutual companies in property insurance have grown more rapidly than stock insurers primarily because the mutuals have tended to specialize in the types of insurance (particularly automobile coverages) for which the markets have been growing most rapidly. Furthermore, mutuals have used cost-cutting methods that have made the product available at generally lower rates than those offered by stock insurers.

In summary, the data show that in the field of property insurance, stock companies are most significant, while in life insurance, mutual companies predominate. In both fields, the dominant type of insurer has been losing its relative share of the total market.

CHANNELS OF DISTRIBUTION IN INSURANCE

Channels of distribution in insurance can best be understood by reviewing the familiat channels used in the marketing of tangible goods. A channel of distribution for a tangible commodity is the path taken by the title to the goods in the movement from producer to consumer. Usually, but not always, the actual physical commodity moves along the same path as the title. The important thing to remember about a channel of distribution is that it refers to the changes in ownership of the goods as they are distributed to consumers. The most efficient way to accomplish this distribution is a subject of constant study in marketing because of the substantial cost involved in the distribution of goods, as opposed to their manufacturing costs. Studies reveal, for example, that on the average, it

Most of these insurers are stock companies. Data are taken from the Life nee Fact Book, 1966 (New York: Institute of Life Insurance, 1966), pp. 97-59.

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costs between 50 and 60 percent of the consumer's dollar to market tangible commodities. The cost of distribution of insurance likewise is very substantial, as is shown later, and warrants careful analysis.

The type of channel taken by any given commodity is determined, in a free-enterprise system, by whichever method is most efficient, least costly, and most likely to maximize the long-run objectives of the manufacturer. This ordinarily means that the consumer pays the lowest possible cost for the final product.

A typical channel of distribution for hardware products, for example, is from manufacturer to wholesaler, to retailer, to consumer. This would be termed a *long* or *indirect* channel, with at least two middlemen taking title to the goods. The wholesaler and the retailer are independent businessmen, taking the risks of their operations, making an investment in inventories, having complete ownership of the commodity, and disposing of it in any way calculated to maximize profits or to minimize losses. In the distribution of some types of goods, furniture, for example, the wholesaler is often circumvented and the goods move directly from manufacturer to retailer to consumer. A few goods are transferred without the aid of independent middlemen and go into consumer hands directly from the manufacturer, who is often represented by door-to-door salesmen. This type of operation is termed a *direct* channel.

In the field of insurance, there are many different arrangements that may be made for the distribution of the insurance contract. These arrangements are comparable to the channels taken by physical goods. For example, life insurance generally takes a short, direct channel, while property insurance normally uses a long, indirect channel with one or more independent middlemen involved. In some fields of property insurance, notably automobile coverage, increasing emphasis has been placed in recent years upon the use of more direct channels. Some of the reasons for these developments will be explained below.

Direct distribution

In the field of life insurance, the distribution channel is usually direct. A salesman called an agent or underwriter contacts the ultimate consumer and reports directly to the insurer, or to an intermediary, commonly called a general agent, who in turn reports to the insurer. The authority of the underwriter or agent is limited; he cannot be called an independent middleman, since he is actually an employee working under contract under the guidance of the insurer or his representative.

A general agent, in life insurance, is an individual employed usually at a state or county level to hire, train, and supervise the agents under

him. The general agent sometimes collects premiums and remits them ; the home office of the insurer. Usually the general agent represents only one insurer, and works on a salary and commission plan, or sometim, on commission only. The general agent is not an independent middlenner in the sense that a typical wholesaler is, for the general agent does not exercise final control over the issuance and the terms of the contract. It cannot normally bind his company in putting a contract in force. II. exercises no control over the amount of the premium. He has no investment in "inventory." He does not "own" any business he writes, and has no legal right to exercise any control over policyholders once he leavethe employment of his company.

The system of direct distribution has grown up in life insurance because of several basic factors:

1) The need of the insurer to maintain close control over the policy "product."

2) The need of the insurer to exercise great control over sales

promotion and competition.

The infrequent purchase of life insurance. 4) The ability of the agent to make a better living through specials zation.

- 1) Need for close control over "product." The insurer need to maintain close control over the policy "product" because of its complicated nature, its long duration, and because of the fiduciary relationship required between the insurer and the insured. A direct channel is ep propriate where such close control is desired.
- 2) Need for control over sales promotion and competition. Life insurance is very competitive. The policies of the many companies competing for business are similar in nature. Hence, extra promotion and competition on the basis of superior salesmanship of agents often represent the difference between rapid and mediocre rates of growth of a life insurer. The insurer can exercise much greater control over these factors by employing a direct channel of distribution.
- 3) Infrequent purchase of life insurance. There are no compelling reasons for life insurance to be offered as one of the many contracts available from a given agent, as is tree in property insurance. A buyer usually patchases life insurance infrequently, has infrequent need for claims service, and has little day-to-day contact with the agent to garding endorsements to policies, requests for information, and the life. This is not to imply that the life insurance agent renders no service once the contract has been put in force. He stands ready as the major local

(h. 5 4 Types of Insurers and Their Marketing Systems

person who represents his company to the insured, answers questions, and writes letters to the insurer on behalf of the insured. But this service is not so demanding of his time that a large business operation would be required to provide it. His time is best spent in securing new sales for his company.

4) Better living through specialization. The life insurance agent has usually found it possible to make a better living by specializing in his field than by taking on as many different kinds of insurance as he can. Insurance is a complex subject. Fitting life insurance to an individual's particular needs partakes of a professional service supplied by the agent. Advanced knowledge of his subject is required to render the quality of sales service usually expected of him. He generally does not become an expert in all lines of insurance, but, rather, concentrates in one area. Because the agent usually finds that one company offers all the types of life insurance necessary for his clients' needs, and because he wishes to avoid the necessity of becoming familiar with the rate manuals and procedures of many companies, the agent usually represents one company only.5 This situation calls for a direct channel of distribution, for each life insurer can usually distribute its contracts in sufficient volume in a given area at the lowest cost by hiring representatives to cover the area. There is no need for hiring any other middleman to handle the product.

Indirect distribution (American Agency System)

The channel of distribution for a majority of property insurance lines is indirect. A system of middlemen, comparable to the wholesalerretailer system in tangible-goods marketing, is used. This system has been termed the American Agency System.

In property insurance, the middleman most comparable to the wholesaler is called the general agent, while the retailer is called the local agent or broker. These terms are not to be confused with those that are applied in the field of life insurance.

General agent. In property insurance, the general agent usually has a great deal of authority over the distribution of the insurance contract. While he does not "take title" in the same sense that a wholesaler would take title to the inventory that he purchases from a manufacturer, nevertheless, the general agent has the incidents of ownership that accomplish almost the same purpose as would be accomplished by out-

⁵There is a definite tendency for more and more successful arems to "broker" business through other life insurers and also to branch out into neather lines. However accurate information on the extent to which this has taken place is not available.

right ownership. For example, the general agent can vary the terms of the contract in individual instances; he has considerable authority to negoti ate the price of the contract, where this is permitted under state has governing rates; and he has authority over the terms of distribution agreements with local agents. His dealings with the insurer are almost in the nature of banking. His contract calls for producing business on the general terms agreed upon and at a given commission rate. He has almost complete control over the business he writes and looks upon his insurer as a source to pay losses, to be responsible for policyholders' funds, to meet the requirements of insurance commissioners, to effect reinsurance agreements, and the like. The general agent, like a wholesaler, usually represents more than one company.

Local agent or broker. The local agent, likewise, is an independent middleman in the property insurance business. Known as the "retailer," he deals with the final consumer of insurance. The local agent may represent from ten to twenty separate insurers in his office. He has authority to bind these insurers on most of the contracts that he writes. In most cases the local agent is supplied with forms, and has the authority to write a policy in his office and deliver it to the insured. The local agent "owns" the business he writes. That is, he has the legal right of access to customer files and to solicit the renewal of policies. The insurer does not have the right to give this renewal information to another agent. If the insurer cancels the agency contract of the local agent, usually the local agent will renew the policies of this insurer with a new insurer, and there is little that the old insurer can do about it. The agent works on a commission basis. He has the responsibility of collecting premiums and after retaining his commission, remits the balance to the general agent or to the insurer directly. Brokers operate in a manner similar to local agents, although legally they represent the consumer, not the insurer.

The branch office system. Oftentimes a given insurer will not use a general agent, but will work directly through local agents, or set up a branch office to deal with local agents. This plan is known as the branch office system. It corresponds to a manufacturer's sales branch in the tangible goods field. This system gives the insurer more central over the distribution of its contracts than when a general agent is employed.

It is significant to note that while the general agent is employed. his functions are merely transferred to the branch office, perhaps at lower cost. The branch office performs the same general duties performed by the general agent. Of course, only one company, instead of several, is represented in a branch office, and consequently greater specialized at-

tention to the problems of one insurer is possible than is true in a general agency. This same objective is also achieved through the fact that the branch office manager is salaried and, hence, greater supervision of his activities is possible than is true under the general agency.

Direct writing. As noted before, in some lines of property insurance, independent middlemen have been dispensed with and the contract is marketed directly from the insurer to the insured, with or without an intermediary. Small amounts of insurance are sold directly by mail and no agent of any kind is employed; all negotiations are made between the insurance company and the consumer. In most cases, however, the insurer employs a representative to handle its business, to solicit prospects, to take care of paper work, and, in general, to serve as the insurer's direct contact with the insured. Insurers who employ this type of distribution are called direct writers. They include some of the largest automobile insurers in the business.6 Direct writers have their greatest volume in the field of automobile insurance, but are expanding into other lines, such as residential fire insurance. In general, direct writers have been able to sell insurance at lower cost to the final consumer and this, plus a vigorous advertising campaign, has contributed greatly to their success.1 The lower cost has been achieved largely by stricter underwriting and by paying smaller allowances to the agent for the production and servicing of business. For example, a total of 775 stock companies paid direct commissions of 18.6 percent of the premiums written in 1965. These companies employ independent agents. The leading direct writers, on the other hand, pay direct commissions ranging from four to nine percent of the premiums written."

An explanation of the growth of companies employing direct channels of distribution may be found in some observations about the nature of consumer buying habits in insurance and in other fields. As noted earlier, channels of distribution tend to be fixed in a free-enterprise system according to whether or not they are as efficient as alternative methods. In the tangible-goods field, the postwar experience has noted the growth of discount houses that generally concentrate in the sale of so called shopping goods, which command a relatively high price, are . subject to infrequent purchase, and are substantially standardized in

⁶ Examples are State Parm Mutual, Alistate, Nationwide Mutual, I therty Mutual, and Parmers Insurance Group.

7 A survey of newspaper advertising in 1956, conducted by the American Newspapers Publishers Association, revealed that property liability insurance companies spent \$3,205,327 in 900 daily newspapers in 660 cities, of which 74% was upont by direct writers, 22% by companies using independent agents, and 4% by the National Board of Fire Underwriters.

1 Derived from Best's Fire and Casualty Appregates and Averages, 1966.

nature. These houses take a considerably lower markep on such goods than is traditional and still make enough profit to justify their existence. They generally offer the consumer little or no credit, or other services that are offered by competitors, and they save money in other ways.

In the sale of automobile insurance, a situation similar to that of the discount house exists. The product consists of a fairly standardized policy issued once or twice a year, costing a substantial sum of money and requiring little service except when a claim arises. The traditional allowance to the independent agent is about 20 percent of the premium dollar. This allowance is granted year after year, even though the agent may do little to earn it after the business is first procured. With the tremendous growth in the number of autos in the United States, a mass market in this field became possible and some insurers saw an opportunity to capture a large amount of it by devising more efficient methods of business development. Accordingly, innovations such as continuous policies, lower agents' commissions, direct billing from the insurer to the consumer, and specialized adjusting offices to handle claims were instituted. These innovators were rewarded with a great relative growth. For example, in 1965, four large direct writers collected about 24 percent of all the artomobile insurance premium volume, compared to a negligible amount during the previous ten years."

Is the American Agency System doomed? Naturally those insurers and their agents committed to the traditionally long channel of distribution have become concerned over the future of their business, for the inroads of the direct writers are unmistaliably clear. Opinion has been expressed that the agency system is doomed, that it will only be a matter of time until the direct writers "take over" completely, and that the independent agent will pass from the competitive scene. Before such a radical view is taken, however, it is well to examine the fundamental economic basis of the independent agency system.

Advantages of the egency system for the consumer. The agency system grow because it was needed to distribute the product of insurance efficiently. The agency system is an efficient way for the consumer, particularly the business consumer, to buy insurance. Such an individual might be spending \$10,000 a year on 100 or more different insurance policies. To place this volume of business among many insurers by direct

P Derived from Best's Fire and Cosmity Agreepates and Averages, 1966. The insurers are State Farm Mutuel, Albitate, Nationwide Mutuel, and Liberty Mutuel, which wrote a total volume of \$1.97% leftion in premiums in 1965, compared to a total industry volume of approximately \$8.3 billion.

negotiation would be a time-consuming and unrewarding task. To keep track of the many involved details and to keep abreast of the technical knowledge needed to place this business intelligently would be nearly impossible without assistance. The point can be further understood by comparing the consumer's problem in buying insurance with the purchasing problems of a food retailer. Such a retailer may stock up to 6,000 separate items. If he were forced to deal directly with the manufacturers' representatives in securing these goods, he would not have time to conduct his business because of the necessity of talking to a continuous stream of manufacturers' salesmen.

The independent agent, who represents many companies and receives a constant flow of information from his insurers, can efficiently supply professional assistance to his customers. The consumer receives valuable aid from his agent when a loss occurs. The agent helps the insured file proofs of loss and intervenes in his behalf if a controversy occurs. The agent might be instrumental in helping the insured obtain coverage on risks that might otherwise be turned down by an insurer. Finally, the independent agent helps the insured plan a well-rounded, integrated program of insurance.

Advantages of the agency system for the insurer. The agency system evolved also because it is economical for the insurer. Most insurers would find it uneconomical and undesirable to attempt to place a single agent or perhaps two agents in a given territory, as is done by a life insurer, with the expectation that these agents would represent only this insurer for all the business which the insurer hopes to develop in the territory. There are several reasons why this is true.

First, the financial capacity of many insurers is such that they cannot accept all the business offered them from one peographical or industrial location for fear of undue concentration of risks. An insurer would thus turn down business offered it, its agents would lose commissions, and in addition, the consumer would have to "shop around" in order to obtain coverage. Matters are greatly simplified if the agent represents several insurers and can thus obtain markets for all the business he develops.

Second, even if the insurer accepted all business offered it, there is doubt that a typical agent could obtain sufficient business in the usual geographical area within which he operates to justify his salary, if he were salaried, or to enable him to earn a suitable living through commissions which are currently allowed on the sale of property insurance. The typical policy premium in property lines is smaller and the commission is

smaller than is true in life insurance. In addition, competitive factors are such that the total potential volume of business in a community is limited in amount and is divided among at least as many insurers as is true in life insurance.

Third, when an insurer enters a given territory, certain minimum services to the consumer must be offered—claims must be handled, premiums collected, credit extended, and questions of policyholders answered. The insurer is expected to take care of the myriad of details that it could not do directly. Moreover, the insurer could not afford to perform these functions through a salaried representative until the volume of business in a specific area had grown sufficiently large to justify the expense. This is usually not possible, except perhaps in metropolitan areas. Even where the volume of business does increase sufficiently, the insurer is not likely to wish to jeopardize the goodwill of policyholders and agents by switching to a direct-writing system.

Outlook for the agency system and direct writing. Direct writing has tended to grow in areas where there is a mass market for a standardized product that requires little continuous service. Since these conditions do not exist in all areas of insurance, particularly in the industrial market, it is extremely doubtful that direct writers will capture all the market. It is perhaps true that the basic nature of a typical agency contract will be alerted to reflect the changed conditions brought on by direct writing. For example, insurers might take over some of the services now performed by agents and brokers, and reduce commission rates accordingly. This has already been done in some areas. It seems unlikely, however, that the independent agency system will be replaced by direct writing unless the property insurance business should become much more greatly concentrated than it is now and unless other basic conditions, now appearing quite unlikely, should come about. As one authority predicted: 19

The agency companies are unter pressure to cut costs, the direct writers are under pressure to give more service. The end result will probably be, not the demise of either one of the competing marketing systems, but the improvement of each.

SUMMAARY

A free-enterprise system of economics; a highly developed, industriclized-society; and a well-organized, honest, legal system, are among the prerequisites to a flourishing insurance institution.

¹⁶ Chester M. Kellope, "Present Insurance Outloot," an address before the conference of Mutual Casualty Companies, Lake Belton, Westonsin (June 6, 1956).

PROPERTY AND LIABILITY INSURANCE HANDBOOK

PLANNED AND EDITED BY

JOHN D. LONG

Professor of Insurance, Graduate School of Business, Indiana University

and

DAVIS W. GREGG

President, The American College of Life Underwriters

WITH THE COOPERATION OF

ONE HUNDRED AND THIRTY-TWO OUTSTANDING AMERICAN INSURANCE AUTHORITIES

368.501 Cep. 183



1965 RICHARD D. IRWIN, INC. HOMEWOOD, H.LINOIS insurance premiums come. This increased capacity to buy, coupled with a growing understanding of the significance of and need for insurance, offer a market well worth the strongest competitive efforts of all types of insurers.

THE DISTRIBUTION OF PROPERTY-LIABILITY INSURANCE

The traditional approach to the sale of property-liability insurance has been through the personal sales efforts of agents, sales representatives, and brokers. There are two major systems of distribution, each with several modifications.

Agency System .

One major system centers on agents. This system, itself, is divisible

into two principal patterns.

One pattern, which has long been predominant in the United States, is known as the independent agency system or the "American agency system." The agent typically represents a number of insurers, writes his own policies, bills his policyly—collects from them, and owns the renewal rights on the policies he are solicited and sold. This approach is used by most major stock insurers, but many mutuals employ the same method. Companies employing the independent agency system normally will also accept business from brokers. These representatives of insureds have no contractual tie with insurers but select the company based upon the particular needs of the client.

The second pattern-and the one which has provided the most substantial challenge to the established order-may properly be designated as the exclusive agency or sole representation system. The agent represents a single insurer and has no or very limited ownership rights in the policies he has put on the company's books. He generally receives a lower rate of commission than the independent agent (perhaps 8 to 10 percent versus 15 to 20 percent for the independent agent) in part because of the services the company provides for him, such as policy-writing, billing, and collecting. Because of the resulting lower acquisition cost, as well as because of generally more strict underwriting, the exclusive agency companies have until recently enjoyed a price advantage over the independents. This approach to insurance distribution is often called the direct writing or captive agency approach. In fact, it is neither. The company does not deal directly with the consumer but operates through agents who typically are not acquiescent enough to company desires to be called "captive."

The price advantage of the insurers using exclusive agencies has brought about serious efforts on the part of the independent agency companies to modify their methods of operation. The result has been a

Population and ring protection the for discreget from which 942

general lowering of their operating costs and of their rates. At the same time, many of the exclusive agency companies have faced pressures which have increased their costs. The overall result has been a narrowing of price differentials and a more competitive relationship among insurers using these two agency approaches.

Recent Changes in the Independent Agency Pattern. Recent adaptations include direct billing and collecting by the company rather than by the agent, policy-writing by the company, lower commissions for the agent, the requirement that the premium accompany the application, more select underwriting, and lower-cost insurance. Not all of these techniques need be found in a single insurer. Many independent agency companies have established separate companies to operate on this basis as management sought a product which would be more competitive with those of the exclusive agency companies. Substantial numbers of agents have resisted this trend. Reduced commission schedules separate their profit margins and they fear the eventual loss of ownership rights to their business. In spite of such resistance, many independent agency companies have reduced commission rates and have assumed many of the admin-

istrative details once performed by the agent.

The basic attribute of an independent agency system is the prohibition on the insurer from soliciting renewal of coverage from the agent's policyholders. There is no indication of a move from this fundamental concept of the agent's ownership of the business he produces in these modified agency systems. However, insurers are establishing closer ties with agents. Many offer the direct billing, collection, and policy-writing indicated above. Some provide advice on agency accounting and others will even perform this service. At least one company maintains a team of consultants to advise agents on sound agency management. Several sponsor cooperative advertising programs in which they share the cost of the agent's advertising. Some will finance new agents recruited into the independent agencies. Many offer substantial training courses in the home office and the field. Still others will assist in working out detailed programs for the perpetuation of agencies. (See Chapter 69.) The price asked of the agent by companies providing such support is an increased percentage of the agent's low-loss-ratio business. Many agents have responded by decreasing the number of companies represented. Where an agent (mainly, to get capacity) might once have represented 15 to 20 companies, many now prefer as few as three to six insurers. This trend is not without benefit to the agent, as he is thus freed from the considerable detail which grows out of contracts with many insurers.

Recent Changes in the Exclusive Agency Pattern. The exclusive agency companies have not remained static in their distribution techniques. Their agents long have viewed the apparently greener pastures of the independent agency system with its higher commission level. Al-

though the companies have lost sales personnel for this reason, they still have maintained adequate numbers of agents to support substantial growth. Their appeal has been based on (1) the monetary value of the arvices they perform for the agent; (2) the greater ease of selling their policies because of price differentials; (3) liberal provision of salessupporting services, such as advertising and sales promotion materials; and (4) close sales supervision to aid the agent in his production efforts. Recent efforts to reduce agent turnover include the provision of such tringe benefits as group insurance and, in at least one company, a payment to the agent for his business when he retires. This arrangement equates closely with the independent agent's opportunity to sell his agency at retirement for a figure such as one and one-half times his annual commission income. Efforts such as the above have produced rising aquisition costs for the exclusive agency companies-a trend that has helped reduce materially the price advantage of the exclusive agency companies.

Direct-Selling System

Direct selling is a system of distribution which does not use agents. Insurance is written directly by the insurer for the insured. Typical means for bringing about the company-customer relationship include mail-order welling; contacts made in locations such as department stores, airports, and filling stations; solicitation through newspaper advertisements; and sales through vending machines.

Direct selling does not preclude the use of sales personnel. Some companies handle customers' accounts directly but employ salaried sales representatives to solicit and service the business. These men are company employees and are generally paid on the basis of a salary plus bonus. They represent the single company and enjoy the same advantage indicated above for the exclusive agent. A further appeal to the salesmen of these companies is the opportunity they have to move into sales management.

Brokers

Insurance contracts are also effected through brokers who technically are agents of the insured. As brought out in Chapter 6, a producer who normally is an "agent" may for certain transactions be a "broker." Many individuals, particularly in large cities, operate strictly as brokers in Lindling large and complicated accounts. Many of the comments made in this chapter about agents apply also to brokers.

Combinations

A confusing note for the student of insurance marketing is that com-; anies—or at least corporate groups—may use combinations of the above distribution techniques. One insurer, for example, may use the independent and direct-selling systems. Another may have within its corporate family independent and exclusive agency operations and also receive considerable business through brokers. This celectic approach is not restricted to the insurance business. It represents a sound reaction to changing circumstances in the marketplace and often serves a useful purpose in improving the firm's competitive position.

PRODUCTS, PRICES, AND SERVICE

Products, pricing policy, and service are becoming increasingly significant in today's insurance market. Those insurers with the most substantial growth curves in recent years typically have been those which have made innovations in their product line, have offered the buyer below-average prices, and have rendered a wide range of services to their policyholders and sales personnel.

Product Development

Insurance people traditionally consider the insurance contract to be a legal document setting forth the obligations and privileges of the insured and insurer. Only recently has enough attention been given to the buyer and his attitudes to stimulate concern about the policy as a "product." The extent of this change in attitude is clearly evident in the developments indicated below.

Packaging. Numerous "package" contracts have been developed. They grew from simple combinations, such as an automobile contract embracing both liability and physical damage covers, to those covering practically all property and liability exposures of the business firm. These packages offer the buyer greater convenience, more nearly complete coverage, and reduced costs. The agent may gain through a greater average premium income per insured and from reduction in his paper work. The problems which seem to grow out of well-established packages include the tendency toward inadequate rates and the failure to relate the contract to the specific needs of the insured. Efforts to package the automobile and homeowners contracts have been made. Thought is even being given to packaging life, health, property, and liability insurance in a single contract.

Packaging eventually might alter distribution techniques. Properly designed packages might reduce or eliminate the need for highly trained technicians who can visualize and solve all the needs of the buyer. Sales made with package contracts might require less sales effort than survey selling. Another effect might be a reduced number of insurers as the insured is tied to one insurer for the major part of his insurance.

ROMAC RESOURCES, INC.

VS.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

MOTION FOR SUMMARY JUDGMENT OF DEFENDANT THE AETHA CASUALTY AND SURETY COMPANY

UNITED STATES DISTRICT COURT FOR THE. DISTRICT OF CONNECTICUT

ROMAC RESOURCES, INC.,

Plaintiff,

vs.

Civil Action No. 11,386

HARTFORD ACCIDENT & INDEMNITY COMPANY, et al.,

Defendants.

MODERN HOME INSTITUTE, INC.,

Plaintiff,

VS.

Civil Action No. -11,464

HARTFORD ACCIDENT & INDEMNITY COMPANY, et al.,

Defendants.

June 8, 1973

MOTION FOR SUMMARY JUDGMENT OF DEFENDANT THE AETNA CASUALTY AND SURETY COMPANY

The defendant The Aetna Casualty and Surety Company moves the Court to enter, pursuant to Rule 56 of the Federal Rules of Civil Procedure, a summary judgment in its favor dismissing the action against it on the grounds that there is no genuine issue as to any material fact and that said defendant is entitled to a judgment as a matter of law.

This motion is based upon:

- (a) The pleadings on file with the Court;
- (b) The depositions of Robert D'Arpa, Max Wallach, William W. Ellis, and H. D. Van Gils;
- (c) The affidavit of William W. Ellis in support of this motion for summary judgment dated June 4, 1973; and
 - (d) The memorandum of this deferdant in support of

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this motion for summary judgment.

Attached hereto in support hereof are the affidavit of William W. Ellis dated June 4, 1973, and the memorandum of this defendant in support of this motion for summary judgment.

Dated this 8th day of June, 1973.

DEFENDANT
The Aetna Casualty and Surety
Company

Richard M. Reynolds
Day, Berry & Howard
One Constitution Plaza
Hartford, Connecticut 06103

CERTIFICATION

A copy of the foregoing MOTION FOR SUMMARY JUDGMENT OF DEFENDANT THE AETNA CASUALTY AND SURETY COMPANY has been mailed this 8th day of June, 1973 to counsel on the attached service list of counsel pursuant to Rule 6 of the Rules of Procedure of this Court.

Richard M. Reyholds

SERVICE LIST OF COUNSEL

J. Daniel Sagarin, Esq. 855 Main Street, Suite 911 Bridgeport, Connecticut 06604 Attorney for the Plaintiffs

Leonard A. Schine, Esq.

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Company and The Travelers Indemnity Company

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Independent Insurance Agents, Incorporated

John L. Warden, Esq.
William Piel, Esq.
Sullivan and Cromwell
48 Wall Street
New York, New York 10005
Attorneys for Hartford Accident and Indemnity
Company and Hartford Fire Insurance Company

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT

ROMAC RESOURCES, INC.,

Plaintiff

vs.

Civil Action No. 11,386

HARTFORD ACCIDENT & INDEMNITY COMPANY, et al.,

Defendants.

MODERN HOME INSTITUTE, INC.,

Plaintiff,

vs.

Civil Action No. 11,464

HARTFORD ACCIDENT & INDEMNITY COMPANY, et al.,

Defendants.

AFFIDAVIT OF WILLIAM W. ELLIS ON BEHALF OF DEFENDANT THE AETNA CASUALTY AND SURETY COMPANY

STATE OF CONNECTICUT)
) ss.
COUNTY OF HARTFORD)

WILLIAM W. ELLIS, being duly sworn, deposes and says:

- 1. I am over 21 years of age.
- 2. I believe in the obligation of the oath.
- 3. I submit this affidavit on behalf of The Aetna Casualty and Surety Company's Motion For Summary Judgment.
- 4. In 1962 I was Secretary of The Aetna Casualty and Surety Company in its Agency Department, and was involved in the Aetna's consideration of the proposal made by Romac Resources, Inc. and Modern Home Institute, Inc. to sell X dates to the Aetna.
- 5. On July 16, 1962, it was announced at the weekly Aetna Agency Department Staff meeting that the Aetna had concluded

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that it would not purchase the X dates offered by Romac Resources, Inc.

6. The minutes of the Agency Department Staff meeting for July 16, 1962 contain the following:

Mr. Ellis discussed the meeting that he and Mr. Van Gils had with Romac Resources, Inc. that they had on Tuesday, July 10. It has been concluded that we will not avail ourselves of their service of obtaining x date. A memo to our Field Offices setting forth a reason for not subscribing to this service will be sent in the future.

- 7. On July 17, 1962, I mailed to Mr. Robert D'Arpa, Romac Resources, Inc., a letter stating that the Aetna declined to accept Romac's offer. A true copy of that letter is attached hereto as Exhabit A and incorporated herein.
- 8. On July 19, 1962, after we had informed the Agency
 Department that we would not accept the Romac offer, and after I
 had sent the letter of July 17, 1962 (Exhibit A) to Mr. D'Arpa
 declining to accept Romac's offer, there was a luncheon meeting
 of some local Aetna agents at the Aetna. Present at this luncheon
 meeting were H. D. Van Gils, Vice President, The Aetna Casualty
 and Surety Company, R. L. Fosbrink, General Manager of Aetna's
 Hartford Office, and I, as well as the following local Aetna agents:
 Herbert Bland, John B. Crosson, David E. Ashton, Stanley Sumner,
 Ted Ward, Ivan Dockham and Burt Oelschlegel. Among other things
 we had a round table discussion concerning the Barrett-Russo Act
 which had been passed in the State of New York, the commission situation as respects Homeowners Insurance, and the Romac proposition.
- 9. It was the normal course of business in 1962 for an officer of The Aetna Casualty and Surety Company to sign a luncheon "chit" for luncheon guests of the Company. The attached Exhibit B, which is incorporated herein, is a true copy of the luncheon "chit" which I signed at the July 19, 1962 luncheon referred to above in paragraph 8. Such "chit" was prepared and signed in

the normal course of the Aetna's business.

- 10. On July 23, 1962, at the weekly Agency Department Staff meeting, I commented on the July 19, 1962 luncheon meeting referred to above in paragraph 8.
- 11. The minutes of the Agency Department Staff meeting for July 23, 1962 contain the following:

Mr. Ellis commented on a luncheon meeting attended by 7 of our agents from Connecticut. Several subjects were discussed such as the Barrett-Russo Bill, the obtaining of expiration dates from Romac, and several other industry problems. He stated that the results of this meeting seem to be worthwhile.

Mr.Van Gils suggested that when an interested officer is touring his territory that he encourage the General Managers to arrange a small informal luncheon with several of our good agents so that they might get a closer insight as to the Company's position in controversial industry problems.

- 12. The decision of The Aetna Casualty and Surety Company to reject the X date proposal of Romac Resources, Inc. and Modern Home Institute, Inc. was a unilateral, independent business decision, which The Aetna Casualty and Surety Company felt was in its best economic interest.
- 13. At my deposition in this action, Richard M. Reynolds, counsel for The Aetna Casualty and Surety Company, asked me the following questions, and I gave the following answers, which were and are true answers (Tr. pp. 3514-3515):
 - Q I have a couple of questions, Mr. Ellis; prior to rejecting Plaintiffs offer to sell Aetna X dates did you or did anyone employed by or representing the Aetna Casualty Company or the Aetna Life and Casualty Company to your knowledge ever have any conferences, correspondence, meetings or communications of any kind with anyone representing or purporting to represent or acting on behalf of any other insurance company regarding the possible acceptance or rejection of the offer of Romac Resources Inc., or Modern Home Institute Inc., to sell the Aetna X Dates?
 - A To my knowledge there were no such communications of any kind.
 - Q Would your answer then be No?
 - A Right.

Q When I said any other insurance company, two questions ago, I, of course, included the following companyes all of which are named defendants here. Hartford Accident and Indemnity Company, Hartford Fire Insurance Company, Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, the Travelers Insurance Company, the Travelers Insurance Company, Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, State Farm Mutual Insurance Company, State Farm Mutual Insurance Company, State Farm Fire & Casualty Company, would the answer to my previous question, which was no, have been any different if I had specifically named these companies or anyone of-

A The answer is no.

Q Prior to rejecting Plaintiffs' offer to sell the Aetna X dates, did you or did anyone employed by or representing the Aetna Casualty & Surety Company or the Aetna Life & Casualty Company to your knowledge ever have any conferences, correspondence, meetings or communications of any kind with anyone representing or purporting to represent or acting on behalf of the Connecticut Association of Independent Insurance Agents Inc., regarding the possible acceptance or rejection of the offer of Romac Resources Inc. and Modern Home Inc. — Modern Home Institute Inc. to sell the Aetna X dates?

A The answer is no.

William W. Ellis

1973.

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July 17, 1962

Hr. Robert D'Arpa Romac Resources, Inc. 330 Fifth Avenue Felham, New York

Dear Rob :-

You people have been very patient and understanding and we dislike very much to keep your proposition pending any longer.

While there are, as you know from our evidenced interest, many things about your proposal that appeal to us, we have reluctantly come to the conclusion that we cannot efficiently use the service you are so well equipsed to render.

We are very grateful for the opportunity to become acquainted with you, Ir. Tellack and your other perociates as well as for the time and trouble you have expended in helping us consider your proposition. If we can be of service to you in the future, please feel free to call on us.

Sincerely,

W.H.Ellis/337

Secretary

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Ætna Life Affiliated Companies

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Luncheon

Those Present

W. W. Ellis, Secretary
B. L. Fosbrink, Gen. Mgr. - Etna's Hartford Office

. Etna Life & Casualty Agents

Herbert Bland - R. C. Knox & Co. - Hartford John B. Crosson - Hartford

David E. Ashton - Ashton-Baldwin - Hartford

Stanley Sumner - Sumner & Sumner - Willimantic

Ted Ward - New Haven Ivan Dockham - Winstead Burt Oelschlegel - Wood Agency - Terryville

MODERN HOME INSTITUTE, INC.

VS.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

MOTION FOR SUMMARY JUDGMENT OF THE DEFENDANT
THE CONNECTICUT ASSOCIATION OF INDEPENDENT INSURANCE
AGENTS, INC.

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT

MODERN HOME INSTITUTE, INC., and	
ROMAC RESOURCES, INC.,	
Plaintiffs)	
vs.)	CIVIL ACTIONS NOS.
)	11386 and 11464
HARTFORD ACCIDENT AND INDEMNITY COMPANY)	
HARTFORD FIRE INSURANCE CO., THE AETNA)	
CASUALTY AND SURETY CO., THE TRAVELERS)	
INSURANCE COMPANY, THE TRAVELERS INDEMNITY)	
CO., ALLSTATE INSURANCE COMPANY and)	JUNE 8, 1973
THE CONNECTICUT ASSOCIATION OF INDEPENDENT)	30NL 0, 1973
INSURANCE AGENTS, INC.,	
Defendants)	

MOTION FOR SUMMARY JUDGMENT OF THE DEFENDANT
THE CONNECTICUT ASSOCIATION OF INDEPENDENT INSURANCE
AGENTS, INC.

Pursuant to Rule 56 (b) of the Federal Rules of Civil Procedure, the defendant, The Connecticut Association of Independent Insurance Agents, Inc. moves for summary judgment in its favor against the plaintiffs on Counts 1, 2, 3, 4, 5 and 6 on the ground that there is no genuine issue as to any material fact and that this defendant is entitled to judgment in its favor as a matter of law.

In support of this motion this defendant relies on the pleadings on file consisting of the Substituted Consolidated Complaint, the Answer and Special Defenses of the defendant The Connecticut Association of Independent Insurance Agents, Inc. to the plaintiffs' Substituted Consolidated Complaint, the Affidavit of John B. Crosson filed in support of this motion, the Affidavit of William W. Ellis filed on behalf of the defendant The Aetna Casualty & Surety Company, and the depositions of Channing Barlow and John R. Coakley. This Motion is further supported by the memorandum of this defendant filed and served contemporaneously with this Motion.

GEORGE LEVINE

CEORGE LEVINE
LEVINE, KATZ, COHN, GOLDSTEIN & EPSTEIN
60 Washington Street
Hartford, Connecticut 06106
Attorney for Defendant - The Connecticut
Association of Independent Insurance
Agents, Inc.

THIS IS TO CERTIFY that a copy of the foregoing Motion was mailed this date, postage prepaid, to the following:

Leonard A. Schine, Esq., Joel C. Karp., Esq., Thomas C. Gerety, Esq., Ronald Bozelko, Esq. and Robert L. Julianelle, Esq., 855 Main Street, Bridgeport, Connecticut 06604; J. Daniel Sagarin, Esq., 855 Main Street, Bridgeport, Connecticut 06604; John J. Kenny, Esq., Kenny, Havens & Widem, 49 Pearl Street, Hartford, Connecticut 06103; John L. Warden, Esq. and William Piel, Esq., Sullivan and Cromwell, 48 Wall Street, New York, New York 10005; Richard M. Reynolds, Esq., Day, Berry & Howard, One Constitution Plaza, Hartford, Connecticut 06103; David Goldstein, Esq., Goldstein & Peck, 955 Main Street, Bridgeport, Connecticut 06604 and George D. Brodigan, Esq., 700 Main Street, Hartford, Connecticut 06115.

GEORGE LEVINE

technicians who can visualize and solve all the needs of the buyer. Sales made with package contracts might require less sales effort than survey selling. Another effect might be a reduced number of insurers as the insured is tied to one insurer for the major part of his insurance.

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IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT

MODERN HOME INSTITUTE, INC. and
ROMAC-RESOURCES, INC.,
Plaintiffs

vs.
CIVIL ACTIONS NOS.
11386 and 11464

HARTFORD ACCIDENT AND INDEMNITY COMPANY,
HARTFORD FIRE INSURANCE CO., THE AETNA
CASUALTY AND SURETY CO., THE TRAVELERS
INSURANCE COMPANY, THE TRAVELERS
INDEMNITY CO., ALLSTATE INSURANCE
COMPANY, and THE CONNECTICUT
ASSOCIATION OF INDEPENDE T INSURANCE
AGENTS, INC.,
Defendants

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AFFIDAVIT OF JOHN B. CROSSON ON BEHALF OF DEFENDANT THE CONNECTICUT ASSOCIATION OF INDEPENDENT INSURANCE AGENTS, INC.

STATE OFCONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

John B. Crosson, being duly sworn, does hereby depose and say:

- 1. I am more than 21 years old.
- 2. I believe in the obligation of an oath.
- 3. I make this affidavit on behalf of The Connecticut

 Association of Independent Insurance Agents, Inc.'s Motion for

 Summary Judgment in the above captioned action.
- 4. I was president of The Connecticut Association of Independent Insurance Agents, Inc. (hereinafter referred to as "CAIIA") from September, 1961 until September, 1962.
- 5. During late May or early June of 1962 trade gossip among insurance agents rumored that someone or some group was attempting to ascertain the expiration dates of automobile insurance policy-

holders and to sell the names and addresses of such policyholders, together with their expiration dates, to insurance companies and/or insurance agents.

- 6. The first direct knowledge which I acquired of the attempted sale of these expiration dates was on approximately June 13, 1962, when a Connecticut insurance agent who belonged to CAIIA, whose name I cannot now recall, forwarded to me a copy of a letter dated June 6, 1962, which he had received from Channing Barlow of Hartford Fire Insurance Company Group. Exhibit A attached hereto is a copy of the document which was forwarded to me.
- 7. After I received a copy of the Barlow letter of June 6, 1962, I contacted, by telephone, the office of the Connecticut Insurance Commissioner and inquired as to whether Connecticut law permitted persons who were not licensed Connecticut insurance agents to compile or sell information concerning expiration dates. This conversation was with Frank Wagner who had responsibility for licenses and claims in the Insurance Commissioner's Office. Mr. Wagner advised me that he would look into this question and contact me when he had determined the answer. I had at least one more subsequent conversation with Mr. Wagner, and I may have had a subsequent conversation with the then Insurance Commissioner, Alfred Premo, and I was advised by the Insurance Commissioner's Office that under Connecticut law the compilation of information concerning expiration dates in Connecticut could not be conducted by persons who were not licensed Connecticut insurance agents. I had no contact with the Insurance 'Commissioner's Office concerning the sale of expiration dates before I received

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a copy of the Barlow letter dated June 6, 1962.

- 8. After I received a copy of the Barlow letter of June 6, 1962, I also contacted on one or two occasions, by telephone, someone from Hartford Fire Insurance Company Group. I am not now certain who it was I spoke to, but it may have been Channing Barlow. This conversation, or these conversations, related to the decision of that company not to purchase expiration dates. I had no contact with anyone from that company concerning the sale of expiration dates before I received a copy of the Barlow letter dated June 6, 1962 from the CAIIA member referred to in Paragraph 6 hereof. I had no conversations at any time with anyone from that company concerning the sale of expiration dates except for the conversations referred to in this paragraph.
- 9. After I received a copy of the Barlow letter dated June 6, 1962, and not later than July 19, 1962, I attended a meeting at the home office of The Aetna Casualty and Surety Company in Hartford with William Ellis of that company and with other employees of that company and several Connecticut insurance agents. At this meeting we discussed the sale of expiration dates, a New York state proposal called the Barrett-Russo Act and possibly other topics of mutual concern to that company and the agents present. This meeting constituted the only conversation which I had, at any time, with Mr. Ellis or with any other employee or employees of The Aetna Casualty and Surety Company concerning the sale of expiration dates.
- 10. On July 19, 1962 CAIIA issued an information bulletin to its members, a copy of which is attached hereto and marked Exhibit B. This bulletin contained, among several other articles of interest to CAIIA members, notice of the rejection by the Hartford Insurance Group of the proposal that it purchase expiration dates, notice that the State Insurance Department felt that the solicitation of expiration dates in

Connecticut by persons who were not licensed Connecticut insurance

agents was illegal and a request that any CAIIA member who learned of such a solicitation of any of his policyholders contact CAIIA so that it could pass this information on to the Insurance Department. The bulletin dated July 19, 1962 was the only written communication issued by or on behalf of CAIIA which concerned, in any way, expiration dates.

- 11. I had no contact of any kind at any time with The Travelers

 Insurance Company or The Travelers Indemnity Company concerning

 Expiration dates.
- 12. As president of CAIIA I was familiar with and aware of all actions taken by or on behalf of CAIIA during my term of office.
- 13. During my term as president of CAIIA all conversations concerning expiration dates which were engaged in by or on behalf of CAIIA with any person or organization who was not a member of CAIIA were made personally by me.
- 14. During my term as president of CAIIA the only conversations concerning expiration dates which I engaged in with non-members of CAIIA were:
- a. The conversations with the Connecticut Insurance Commissioner's
 Office described in Paragraph 7 hereof;
- b. The conversation, or conversations, with someone from
 Hartford Fire Insurance Company Group described in Paragraph 8 hereof;
- c. The conversation with employees of The Aetna Casualty and Surety Company described in Paragraph 9 hersof.

JOHN B. CROSSON

Subscribed and sworn to before me this

day of June, 1973.

Commissioner of Superior Court

" NO AAA

THIS IS TO CERTIFY that a copy of the foregoing Affidavit was mailed this date, postage prepaid, to the following:

Leonard A. Schine, Esq., Joel C. Karp., Esq., Thomas C. Gerety, Esq., Ronald Bozelko, Esq. and Robert L. Julianelle, Esq., 855 Main Street, Bridgeport, Connecticut 06604; J. Daniel Sagarin, Esq., 855 Main Street, Bridgeport, Connecticut 06604; John J. Kenny, Esq., Kenny, Havens & Widem, 49 Pearl Street, Hartford, Connecticut 06103; John L. Warden, Esq. and William Piel, Esq., Sullivan and Cromwell, 48 Wall Street, New York, New York 10005; Richard M. Reynolds, Esq., Day, Berry & Howard, One Constitution Plaza, Hartford, Connecticut 06103; David Goldstein, Esq., Goldstein & Peck, 955 Main Street, Bridgeport, Connecticut 06604 and George D. Brodigan, Esq., 700 Main Street, Hartford, Connecticut 06115.

GEORGE LEVINE

EXHIBIT A

J. C. HULLETT

PAES DENT ANS
CHAIRMAN OF FINANCE COMP THEE

HARTFORD FIRE INSURANCE COMPANY GROUP

HARTFORD 15, CONNECTICUT

CHANNING BARLOW

June 6, 1962

TO ALL HARTFORD GROUP AGENTS

Just recently the proposal was made to us that The Hartford Insurance Group purchase from a national research service the names of automobile insurance policyholders along with the expiration dates of their policies. The Hartford is, however, unwilling to be in the position of furnishing to one independent agent the names and expiration dates of another agent's policyholders.

Nonetheless, we feel that we should advise you that this information has been offered for sale to us and to other insurance companies. Obviously, the impact of this is that your competition may in the future be working with an actual expiration list of your automobile policyholders, contacting them at just the right time.

As always, the best defense against this development is prompt, personal solicitation of renewals offering counsel and protection of high quality.

Sincerely yours,

Chan Bul

EXHIBIT B

WM. H. WILEY Executive Secretary Sylen

BULLETIN

Connecticut Association of Insurance Agents, Inc.

Conessen

125 TRUMBULL STREET, ROOM 206 HARTFORD 3, CONNECTICUT

11/23/2099

July 19, 1962

SALE OF EXPIRATION DATES OF INSURANCE POLICIES BY A NATIONAL RESEARCH SERVICE

Recently the Hartford Insurance Group issued information to its agents that a national research service had offered names of automobile insurance policyholders along with the expiration dates of their policies. The Hartford Insurance Group, was, of course, unwilling to accept any such proposal. We commend the Hartford Insurance Group in its forthright stand.

Since the original announcement by the Hartford Group, it has been ascertained by the National Association that this Research Service has sold this service to a direct writer, reportedly the Nationwide Mutual Insurance Company of Columbus, Chio.

The National Association also learned that this service had been offered to another agency company without success. The name and information were reportedly offered at 45 cents each.

Our President, Jack Crosson, has been in touch with the Insurance Department on this matter. The Licensing and Claims Division of the Department told him anyone soliciting expiration dates and names of policyholders in this State would be violating the State Insurance Laws unless they were licensed as agents.

It is, of course, debatable as to whether such a service is worth the money paid.

However, your State Association feels that the membership should be informed of this situation and we ask all members to be on the alert for any information from their Policyholders regarding the activities of this Research Service in this State. If we can get the name and address of any individual conducting this solicitation, it will be most helpful and we will immediately report them to the Insurance Department.

The National Association Executive Committee is discussing this matter at their forthcoming Meeting next week. If any further information of interest to the membership is received on this situation, we will promptly report it to you.

> CONNECTICUT ASSOCIATION RAISES A RECORD SUBSCRIPTION FOR N.A.I.A. 1962 ADVERTISING CAMPAIGN

We are happy to announce that this Association has pledged a total of 351,121.10 for the 1962 Advertising Campaign. This is the largest amount ever raised by this Association for Advertising purposes. It represents subscriptions by 637 member agencies out of a total membership of 804, the largest number of subscribing agencies also ca record.

On the National level this Association ranks second in the country in the percentage of money raised over its National quota. Only Florida tops Connecticut in this respect.

O TO SUPPORT RIGHT PRINCIPLES AND OPPOSE BAD PRACTICES IN THE BUSINESS.

(Over, please)

Great credit goes to State Advertising Chairman, John F. Phelan, of Meriden and his-Committee for this very successful effort. Besides the Chairman, the following members comprise the C.A.I.A. 1962 Advertising Committee:

William F. Malloy, 322 Main Street, Stamford Ernest W. Weiman, 101 Whitney Avenue, New Haven Ted A. Berman, 170 Willow Street, Waterbury William W. Thompson, 670 Main Street, Millimentic Louis J. Esposito, 461 Bank Street, New London Joseph Horvath, 410 Asylum Street, Hartford Benjamin F. Hendricks, 1169 Main Street, East Hartford Ronald Hyatt, 25 West Main Street, Plainville

Also the sincere thanks and appreciation of the Officers, Executive and Advertising Committees of this Association are given to those 637 loyal members who by their co-operation have made possible this wonderful achievement for Connecticut.

The Big "I" is gaining in popularity and public approval. The Independent Agent is being recognized more and more by the incoming public. All this is a result of the N.A.I.A. Advertising Campaigns and our own efforts here in Connecticut.

THE HARTFORD FIRE GROUP JOINS RANKS OF COMPANIES TYING IN WITH THE BIG "I"

We are pleased to announce that The Hartford Group will now be using our Big "I" symbol in much of its advertising. We appreciate this move on the part of The Hartford and urge their agents to acknowledge this act of support by writing to the officers of the companies.

The list of those companies besides The Hartford Group as of July 1st now using the Big "I" in connection with their advertising we give you below:

Aetna Cas & Sur Co Aetna Ins Co Agricultural Ins Gp American Assn of Mg General Agents America Fore Loyalty American Cas Co American Ins Go American Universal Appleton and Cox Dankers Fire & Marine Bituminous Cas Corp Boston Insurance Gp Camden Fire Ins Assn Canal Ins Co Com Un-North Brit Gp Continental-National Gp Corroun & Reymolds Crum and Forster

Employers Group Excelsior Ins Co Fidelity & Deposit Co Fund Insurance Cos General Accident Gp General Fire & Cas Co. Pacific Indennity Glens Falls Ins Go Great American Gp Hanover-Fulton Gp Hartford Steam Boiler Reliance Ins Co Hawkeye-Security Home Insurance Co KCF&M London Assurance London & Lancashire Maryland Casualty Co Millers Nat-Ill Fire National Union Ins Co New Amsterdam Cas

New Hampshire Group Norwich Scottish Group Ohio Casualty Chio Farmers Pacific Employers Phoenix of Hartford Phoenix-London Gp Providence Washington Royal-Globe Ins Gp Springfield-Monarch Gp Standard Actident St. Paul Companies Travelers Trinity Universal USFEG The Western Companies Zurich-American

This is a total of 57 Companies. The list grows each year. This should be an answer to those agents who ask "Why don't the companies help us in this advertising?"

IIHAAA

Protection Week will be observed in November. It will be the culmination of a month of concentrated advertising using the theme of the Big "I" and promoting the services of the Independent Insurance Agent. Also the theme "Check up on your Insurance Needs" will be emphasized as well as the idea of increasing insurance to value. The companies are co-operating by running advertising that will run concurrently and tie-in with the N.A.I.A. Advertising Campaign. On the State fevel on Bill Boards and in newspapers. We will also have a concentrated television promotion on Stations WNHC and WTIC (New Haven and Hartford).

You will be given more detailed information on Protection Week in future Bulletins but this will be the time for individual members to tie-in with their own advertising. The over-all impact of all their advertising concentration should be terrific and each agents individual efforts will add to the impact.

CANADIAN TAX PROPOSAL AFFECTS UNITED STATES AGENTS

We have been notified by Bulletin from the National Association under date of July 3, 1962, Re: A new provision included in the Finance Ministers budget presented to the Parliament of Canada in April of this year which reads as follows:

"Resolution 8.-Insurance Companies-Net premiums tax.

"8. That the present tax of 10 per cent on not premiums in respect of insurance against risks in Canada paid or payable by Canadian residents to an insurer not authorized under the laws of Canada or any province to transact the business of insurance, be extended to apply to not premiums in respect of any such insurance paid or payable by or on behalf of Canadian residents, where such insurance is entered into or renewed through a broker or agent outside Canada with an insurer that at the time the contract is entered into or renewed is authorized under the laws of Canada or any province to transact the business of insurance.

This is one of the stern economic measures proposed by the Canadian Government to combat the threat of a currency crisis.

This additional tax of 10% where insurance is entered into or renewed through a broker or agent outside Canada, is retroactive to April 10, 1962. Strictly speaking, the new tax will not take effect until enabling legislation is passed by the Parliament of Canada. When this is done, its effect is made retroactive to the date specified in the Resolution, and accordingly, in most instances, the new tax is treated as law from the moment of its announcement.

The tax is imposed on the assured. Tax assessments are submitted annually by the Department of Insurance of the Government of Canada.

United States agents who directly cover property in Canada after April 10, 1962, whether the policy is new or a renewal, will subject the assured to an additional 10% premium tax whether or not the insurer is authorized under the laws of Canada or any province to transact the business of insurance.

One way to eliminate this additional 10% charge to the assured would be to make arrangements with a Canadian resident agent or broker to complete the transaction.

We will be glad to give you more details of this matter if you are further interested.

(Over, please)

115 AAA

(7)

The Summer Meeting of the Board of Directors will be held at 1:30 P.M. at the Hotel Griswold, Eastern Point, Groton, Connecticut. This Meeting is open to all members of the Association. Why not attend and hear the deliberations of the Policy-Making Body of your Association. You will gain a better understanding of its many activities and problems. You will get first hand knowledge of the amount of work your officers and committees are doing in your behalf.

NATIONAL ASSOCIATION ANNUAL MEETING

September 23-26, 1962 Washington, D.C. Hotels Sheraton-Park, Shoreham, & Shoreham Motor Inn

An outstanding Program has been arranged. Mashington is not too far away for Connecticut Agents. Let's have a record delegation there from this Association. Application for Registration and Motel Reservation can be found on Page 25 of the July Issue of the AMERICAN AGENCY BULLETIN. We also expect to have a supply of registration and reservation blanks in the Association office within a short time. Send in your registration now and be assured of preferred hotel space.

C.A.I.A. 64th ANNUAL MEETING

October 25, 1962 Hotel Statler-Hilton, Hartford

Program for this meeting is in the works and it promises to be a Dilly. Mark the date on your calendar now and plan to attend.

SEATTLE FAIR VISITORS URGED TO CHECK AUTO INSURANCE IF THEY DRIVE TO CANADA

Americans driving in British Columbia, Canada, this summer, as many Seattle World's Fair visitors will be doing, face the possibility of having their automobiles impounded unless they make special automobile insurance provisions ahead of time, the Insurance Information Institute has cautioned.

Because of a change in the financial responsibility law of British Columbia, the type of auto insurance coverage most frequently purchased in the U.S. will no longer satisfy the requirements of British Columbia law. Most insurance companies, however, are expected to adjust their policies to meet the new requirements, the I.I.I. said.

Non-resident drivers becoming involved in automobile accidents in British Columbia will be required to show evidence of acceptable bodily injury and property damage coverage or risk having their vehicles impounded, the I.I.I. said.

Prior to entering the Canadian province, motorists should consult with their agent or broker to make certain they have the right kind and sufficient coverage. Agents and brokers also can help them obtain an official British Columbia Motor Vehicle Liability Insurance Card which can be filled out in advance and used to demonstrate proper insurance coverage in the event of an accident.

Agency For Sale In Manchester

Long established Agency for sale in Manchester. Agent has fine reputation and good business. Inquire Association Office.

116 AAA

MODERN HOME INSTITUTE, INC. and ROMAC RESOURCES, INC.

Vs.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

MOTION FOR SUMMARY JUDGMENT OF THE DEFENDANTS HARTFORD ACCIDENT AND INDEMNITY COMPANY AND HARTFORD FIRE INSURANCE COMPANY UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF CONNECTICUT

MODERN HOME INSTITUTE, INC. and ROMAC RESOURCES, INC.,

Plaintiffs,

CIVIL ACTION NOS. 11386 and 11464

-against-

HARTFORD ACCIDENT AND INDEMNITY COMPANY, HARTFORD FIRE INSURANCE CO., et al.,

Defendants.

MOTION FOR SUMMARY JUDGMENT OF THE DEFENDANTS HARTFORD ACCIDENT AND INDEMNITY COMPANY AND HARTFORD FIRE INSURANCE CO.

In accordance with the Court's order entered

May 15, 1973, Defendants Hartford Accident and Indemnity

Company and Hartford Fire Insurance Co., by their attorneys,

move the Court o enter, pursuant to Rule 56, Federal Rules

of Civil Procedure, summary judgment in their favor dis
missing the action against them on the grounds that there

is no genuine issue as to any material fact and that said

Defendants are entitled to judgment as a matter of law.

This motion is based upon:

- (a) The pleadings on file with the Court;
- (b) All the depositions taken in this action;
- (c) The brief of the moving Defendants filed in support of this motion for summary judgment;
- (d) The Affidavit of John L. Warden filed in support of this motion;

(e) Any and all other papers filed with the Court in this action.

Dated: June 8, 1973

New York, New York

JOHN L. WARDEN

Hartford Accident & Indemnity
Company and Hartford Fire
Insurance Co.
48 Wall Street,
New York, N.Y. 10005

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF CONNECTICUT

MODERN HOME INSTITUTE, INC. and ROMAC RESOURCES, INC.,

Plaintiffs,

-against-

HARTFORD ACCIDENT AND INDEMNITY COMPANY, HARTFORD FIRE INSURANCE CO., THE AETNA CASUALTY AND SURETY CO., THE TRAVELERS INSURANCE COMPANY, THE TRAVELERS INDEMNITY CO., ALLSTATE INSURANCE COMPANY, and THE CONNECTICUT ASSOCIATION OF INDEPENDENT INSURANCE AGENTS, INC.,

CIVIL ACTION NOS.: 11386 and 11464

AFFIDAVIT

Defendants.

STATE OF NEW YORK)

COUNTY OF NEW YORK)

JOHN L. WARDEN, being duly sworn, deposes and says:

I am one of the attorneys for defendants Hartford

Accident and Indemnity Company and Hartford Fire Insurance

Company ("The Hartford") in this action. I submit this

affidavit in support of The Hartford's Motion for Summary

Judgment. The facts stated herein are based upon the depositions taken in this action and documents in The Hartford's

files.

The original complaints in this action were filed on April 15 and June 8, 1966. On June 29, 1966 the cases were consolidated for all purposes. On December 29, 1971, plaintiff was granted leave to file an Amended Substituted Consolidated Complaint.

Discovery began on June 1, 1966 and continued through mid-1972. A total of 19 depositions have been taken in this case, 15 of which were taken by plaintiff of present or former employees of the defendant companies. Several extensive sets of interrogatories have been served upon the various defendants and all were answered in full.

The Hartford has produced to plaintiff's counsel hundreds of documents from The Hartford's files. Every request for document production from the plaintiff, whether formal or informal, has been fully complied with by The Hartford.

The events upon which this action is based took place in 1962. On May 8, 1962 Mr. Robert D'Arpa, an employee of plaintiff, met with Messrs. Channing Barlow, John Gilmore and Kenneth Cagney of The Hartford. Mr. D'Arpa outlined a proposal whereby plaintiff would sell to The Hartford, on a non-exclusive basis, lists of names of automobile insurance policyholders with the dates of expiration of their respective policies.

On May 9, 1962, the day after the above meeting,
Mr. Max Wallach, president of the plaintiff corporation,
wrote to Mr. Barlow confirming the proposal. (Copy attached
hereto as Exhibit A)

During the meeting and thereafter, it was apparent to the personnel of The Hartford who were involved that there were serious difficulties with the Romac proposal.

Mr. Gilmore has testified that he immediately advised against purchasing th lists. The matter was discussed at a staff meeting on May 21, 1962. The minutes of that meeting show that those present felt that the lists would only be

valuable in those few cities where The Hartford had a sole agent. (See file copy of Barlow memo of 6/18/62, attached hereto as Exhibit B) The consensus of the meeting was that the proposal should not be accepted and that a letter should be sent to all Hartford agents giving them warning that someone would be soliciting their policyholders through use of expiration lists.

On May 31, 1962 Channing Barlow wrote to Mr. Wallach informing him that The Hartford was not interested in purchasing the lists. (Copy attached hereto as Exhibit C)

Thereafter Mr. Barlow sent a bulletin, dated June 6, 1962, to all Hartford agents telling them of the basic proposal and the fact that The Hartford had not purchased the lists. (Copy attached hereto as Exhibit D) Due to delays in the mail room, the June 6 bulletin was apparently not mailed promptly, but "dribbled out" over several days. (See TWX of Heringhi dated June 18, 1962 and response of Barlow dated June 27, 1962, attached hereto as Exhibits E and F) (A memorandum from Mr. Barlow to Mr. Gilmore dated June 1, 1962, copy attached hereto as Exhibit G, shows that Mr. Barlow had actually intended the bulletin to be mailed even prior to June 6, 1962)

Reaction to Mr. Barlow's bulletin of June 6, 1962 was swift and heated. Mr. Barlow received a number of irate letters from agents, some of whom believed Romac must be engaged in an illegal or unethical business. (Copies of representative letters attached hereto as Exhibits H and I) The field representatives of The Hartford were also receiving a large number of inquiries, had not been

forewarned and had no information to give out. Because of this, Mr. Barlow prepared a Memorandum to Business Development Department Liaison Representatives, dated June 14, 1962, which would allow them to respond to basic questions.

(Copy attached hereto as Exhibit J)

After similar inquiries continued to be received for several more days, Mr. Barlow mailed a second letter dated June 18, 1962, to all Hartford agents, explaining that the expiration lists were gleaned through telephone interviews and not from state motor vehicle departments or other confidential sources. (Copy attached hereto as Exhibit K) For the next several weeks The Hartford continued to get requests for information, which were answered in the same fashion; the names of the two plaintiff companies were never revealed.

Throughout this entire period no employee of The Hartford had any communication, direct or indirect, regarding the expiration date lists with any employee of any of the other companies presently or formerly defendants in this action. At the time The Hartford made its decision not to purchase the lists, May 21, 1962, and for many weeks thereafter, it was wholly unaware of what, if any, decision had been made or was contemplated by other insurance companies. (See depositions of Barlow, at 4107-08, 4114 and Gilmore, at 4067-68)

Although the plaintiffs claim that the June 6 bulletin was not mailed until June 13 and 16 and until after discussions with Mr. John Crosson of CAIA, there are letters in the files of The Hartford showing replies from agents

dated June 13, 1962. (Copies of letters attached hereto as Exhibits L and M) The first and only contact with Mr. Crosson was no earlier than June 13, 1962, because it is noted on a page of The Hartford's telephone log the first entry on which is dated 6/13/62. (Copy attached hereto as Exhibit N)

Mr. Crosson is simply noted as having called, commended The Hartford for its position and requested copies of the June 6 and June 14 letters. (It is not clear whether Mr. Crosson called on June 13 or June 14, since the only other document pertaining to Mr. Crosson, copy attached hereto as Exhibit O, is, a 3x7 inch piece of paper bearing his name, the date June 14, 1962 and the notation that he called The Hartford and had been sent the June 6 and 14 letters.)

John L Warde

Sworn to before me this 8th day of June, 1973

GEORGE A. SCHOLZE
Notary Public, State of New York
Residing in Nassau County
Nassau Co. Clk's No. 30-3526250
Catificate Filed in

New York Co. Cik's Office

ROWLAC RESOURCES, INC.

Elesanderes of Markols and Consumors

530 Firth Avenue

Pelham, New York

O1Y == 9-2300

May 9, 1962

Channing Barlos, Vico President tford Group tford 15, Conn.

r Mr. Barlows

is is to confirm the proposal made to you yesterday by our Mr. Robert D'Arya to mish your organization with the manes of automobile insurance policy holders ong with the expiration dates of their policies.

can furnish this information to you on an individual report balls broken dram o city, county and state areas. We will furnish these reports to you on a test its at a price of 30¢ each. It is our intention to deliver service on a serulusive basis to two insurance underwriters who can take all the range we deteling ionally. The price on a semi exclusive basis will be approximately be per record

is undefsteed that cortain depressed and undesirable areas will be eliminated by ual consent. The information submitted will be exclusive to the two firms ected for the first year. The names will be released from this condition there, a after the policy expiration dates.

have no intention of renearching the names of the insurance underwriters of the ious policy holders. It is understood further that all names submitted in ceeding years will be new policy holders. The came names will not be submitted to.

names that we deliver to you on your initial order will be limited to those police ders whose automobile insurance expires in the next ninety day period. In instruction dates falling due in the months of June, July and August. a will pertain to the tost period only.

contracting for full corvice on the semi exclusive basis you will accept all regardless of date of expiration as they are developed.

order that we can finalize our working arrangements with the two firms with which will work, I would suggest that you make your tests as quickly as possible.

"col very strongly that your organization is one with whom we would like to

Vory truly yours,

John F. Calmoro J. K. Cagney Kack Hallach

EXHIBIT A

Messrs. Cagn Resources, I a list of au explained hi a letter dat Perhaps the an 85% effect

It was rathe writer that to the owner Mr. Lange wh

At the next and the minu

A resear automobitelephon of a num reports address,

It does since ou

in citie organiza would ha business that Har to assis the rese their se what ste

In accordan
agent lette
counsel of
was then re
Hullett on

ey, Gilmore and the writer met with Robert D'Arpa of Romac nc. at his request to discuss his offer to provide us with tomobile policyholders with their expiration dates. He s proposition in some detail and it tracks exactly with ed May 9, 1962 from the president of that organization. only salient additional fact is that Mr. D'Arpa claimed tiveness in any given territory.

r immediately apparent to Messrs. Gilmore, Cagney and the the furnishing of this type of information would do violence ship of expirations. The matter was, however, discussed with o suggested that we at least advise the next Staff Meeting.

meeting of the Staff on May 21, the matter was brought up tes follow:

ch organization has offered for sale to the Hartford Group le expirations which this organization obtains through e inquiries. The automobile expirations are a by-product ber of questions asked of housewives. The organization 85% response in securing the expiration, the name, the and the kind of data requested.

not seem practical to enter an agreement of this kind, or Group could probably use the information secured only so where we now have a sole Group agent. The research tion has no way of culling out Hartford insureds, and we we no way of culling out insureds of our agents where the was not placed in the Hartford. It is thought, however, the thought of Group agents should be given warning of this program to them in the protection of their business, since undoubtedly arch organization will find some insurer who will purchase rvice. This matter will be further studied to determine ps our Group should take, if any.

ce with this meeting, the undersigned prepared a draft of an consultation with mitted.]

The letter viewed and approved by Messrs. Gilmore, Handley, Lange and May 31.

EXHIBIT B

125 AAA

The letter, py attached, was dated June to ad presumably began to arrive in agencies on June 12. At that point, telephone calls began to come in followed the next day by letters. The letters and a log of some conversations are attached.

On June 13 it was apparent that two questions were being asked in enough frequency so that a further communication with the field would be helpful and the writer's letter to Eusiness Development Liaison Representatives dated June 14 was dispatched for this purpose. (Copy attached).

On Friday, June 15, due to the number of letters and calls, we began to consider an additional follow-up letter thinking that we might thereby take a burden from field people.

In the course of discussing this with Messrs. Draper and DeVore it was agreed that any such letter should go to the Law Department prior release. A decision has not yet been made on this.

.. A draft of such a letter is attached. .

In addition to the question as to whether another letter should be sent to the field, one other question remains unanswered. Thus far, I have refused to pass on the name of the research organization. Is this the proper course?

6 HARTFORD FIRE INSURANCE COMPANY GROUP HARTFORD 15, CONNECTICUT CHANNING MARLOW May 31, 1962 Mr. Mack Wallach, President Romac Resources, Inc. 330 Fifth Avenue Pelham, New York Dear Mr. Wallach: This is to reply to your letter of May 9. We are sorry to report to you that The Hartford Insurance Group is not interested in the purchase of the names of automobile insurance policyholders along with the expiration dates of their policies. We appreciate your interest in our organization and regret that the conclusion to our discussions with Mr. D'Arpa is a negative one. Sincerely, EXHIBIT C



HARTFORD FIRE INSURANCE COMPANY GROUP

HARTFORD 15, CONNECTICUT

CHANNING DARLOW

June 6, 1962

TO ALL HARTFORD GROUP AGENTS

Just recently the proposal was made to us that The Hartford Insurance Group purchase from a national research service the names of automobile insurance policyholders along with the expiration dates of their policies. The Hartford is, however, unwilling to be in the position of furnishing to one independent agent the names and expiration dates of another agent's policyholders.

Nonetheless, we feel that we should advise you that this information has been offered for sale to us and to other insurance companies. Obviously, the impact of this is that your competition may in the future be working with an actual expiration list of your automobile policyholders, contacting them at just the right time.

As always, the best defense against this development is prompt, personal solicitation of renewals offering counsel and protection of high quality.

Sincerely yours,

Chun Bul

EXHIBIT D

Mr Brah and while

NO I HARTFORD FIRE INSURANCE COMPANY

SAN FRANCISCO

JUNE 18 1962 900

CHANNING BARLOW BUSINESS DEVELOPMENT DEPARTMENT FROM ALAN A HERINGHI SALES PROMOTION DEPARTMENT 1 8. m

TWX INCOMING

WHEN REPLYING

REFER TO THIS

TWX NUMBER 1

INCLUDING DATE

SUPPLEMENTING MY LETTER OF JUNE 15, REGARDING AUTOMOBILE EXPIRATION LETTER, ORIGINAL FORM LETTER WAS RECEIVED MERE TODAY ALTHOUGH DATED JUNE 6. IT WAS NOT MAILED FROM HARTFORD UNITL JUNE 12, REGULAR MAIL.

END KAHT

EXHIBIT E

June 27, 1962 Mr. Alan A. Heringhi, Superintendent Advertising and Sales Promotion Department Pacific Department The Hartford Insurance Group 720 California Street San Francisco 20, California Dear Alan: Automobile Expiration Letters I have not forgotten your TWX of June 13 on this topic. There is no question but that they "dribbled out" and this has pointed to a problem here which we are endeavoring to solve. Many times we assume that a mailing once ordered is a mailing transmitted. It is helpful to know when this is not the case. Sincerely, EXHIBIT F

Memorandum to Mr. John F. Gilmore, Secretary

Romac Resources, Inc. Letter Dated May 9, 1962

You will remember our agreeing that The Hartford should not purchase the expiration date lists offered in subject letter.

Per our discussion, the attached letter to all agents has been approved by Messrs. Hullett and Lange and we will probably have it out into the field before your return on Wednesday, first checking with Ex. Handley.

June 1, 1962

EXHIBIT G

lice Magazine gensurance

HAMITOND MEE MS. RECEIED JUNE TO MIGZ LUBBOCK, TEXTONNIA DANDE

Mr. Channang Jarlow Hartford Fire Insurance Gro p Airtford 15, Connections

Daar Mr. Dirlow:

Your form letter of June 5 conserving theorem a engineetone and hade from s mational research service has anterested as very mans. Of source we approve of The Abraford' polition and are not incorested in source ing such information correlates, but we are construed as so the meaner on which than research correlate may have severed the enjoy of the constructions.

If any hous are being violated, or if any unetaled practice are being followed, we would like to see that they are disconstanted. To Past Provident of the Teast association of Insurance again, and with the rackie apport of that organication, it is entirely possible that I could be of some help if my estalou is alled for. The order to fully sequent me with the attraction meet, I would appreciate it if yo would give me both information as you may have about this phase of the matter.

HO/row

CC: Mine Gale:

meriford Fire Insur. A.a

La Della Tante

EXHIBIT H

ON THE SQUARE . AT FIFTH . RACINE. TELEPHONE ME 3-June 14, 1962 Mr. Channing Barlow, Vice Pres. & Sec'y. Hartford Fire Insurance Company Group Hartford 15, Connecticut Dear Mr. Barlow: Your letter of June 6, addressed to all Hartford agents, is very disturbing to say the least. Just where would a research service secure the names and expiration dates of automobile policies? Isn't there something the insurance agents can do either through their associations or going directly to their insurance commissioner's office to stop this sort of thing? We have always delivered our policies personally, never using the mails for their delivery, so we don't feel that we are in the same position as agents who have resorted to mailing renewals. However, this could cause considerable trouble, regarding our renewals. I would appreciate any information you could give us. Yours very truly, McQUEEN, INC. R. L. McQueen RLM:mm EXHIBIT I

HARTFORD FIRE INSURANCE COMPANY GROUP

HARTFORD 15. CONNECTICUT

CHANNING BARLOW ICE PRESIDENT AND SECHETARY

June 14, 1962

MEMORANDUM TO BUSINESS DEVELOPMENT DEPARTMENT LIAISON REPRESENTATIVES

The Attached Letter on Automobile Expirations

Since my earlier letter on this topic (copy attached), one question has arisen which needs clarification.

We have been asked several times where the research service gets the information which it is offering for sale. The answer is that the researchers are gleaning this information from telephone and personal interviews which ask questions on a variety of topics, automobile insurance being only one.

The Hartford's purpose in advising agents of this development was two-fold: (1) to forewarn our agents of a possible competitive threat and (2) to explain the Hartford's stand against offering this type of information.

Perhaps the above information will enable you to answer any questions which may arise in your areas.

Sincerely,

Attachment

Copy to: Departmental Liaison Officers

and

Mr. F. P. Handley, Vice President Mr. R. B. DeVore, Vice President and Secretary Mr. J. F. Gilmore, Secretary

EXHIBIT J YEAR IN AND YEAR OUT YOU'LL DO WELL WITH THE HARTH ORD

HARTFORD FIRE INSURANCE COMPANY GROUP

HARTFORD 15, CONNECTICUT

CHANNING DARLOW

June 18, 1962

TO ALL HARTFORD GROUP AGENTS

Automobile Insurance Expirations

Our earlier letter of June 6 reported to you that The Hartford had refused to purchase from a private research service the names of automobile policyholders along with the expiration dates of their policies.

Since that time many agents have asked us how research services could get the type of information which is offered for sale. We are informed that researchers glean this information from telephone and personal interviews with car owners which ask questions on a variety of topics, automobile insurance being only one. It should be emphasized that, to the best of our knowledge, no state or governmental unit, insurance company or insurance agency is providing any of the data.

Sincerely,

Chan Bul

EXHIBIT K

HARTFORD ACCIDENT AND INDEMNITY COMPANY

HOME OFFICE -- HARTFORD IS CONNECTICUT

RICHARD H. SPENCER, MANAGER

SYRACUSE OFFICE

224 HARRISON STREET, SYRACUSE 2, NEW YORK

June

13, 1962

TELEPHONE : GRANITE 44

Mr. Channing Barlow, Vice President The Hartford Insurance Group Hartford, Connecticut

Dear Chan:

Your form letter commerning the national service that is offering names of automobile policyholders and expiration dates has uswondering how the service gets its information.

Please fill me in with as much detail as possible.

Sincerely,

RHS:K

R. H. Spencer, Manager

YEAR IN AND YEAR OUT YOU'LL DO WELL WITH THE HARTFORD

EXHIBIT L

124AAA

Automobile Expiracions - Telephone conversations

Jack Walker, Allen, Russell and Allen - 6/13/62... Many thanks for tipping us off.

Ernest Baker, General Insurance Agency, Roanoke, Va....Applauded Hartford's attitude.....Had talked to executive secretary of Virginia Association.

Ben Dutton, Special Agent, Roanoke, Va....Just wanted us to know we are getting agent reaction down there. Everyone feels it is a step in the right direction.

Bob Lloyd, Manager of Pittsburgh office.....Local Insurance News wants to reprint letter with commendation for Hartford.

Jim Woodworth, Robinson, Illinois - President Illinois Association....
How is information being gotten and by whom?....Many thanks.....If Hartford can pass on more information later, would appreciate.

Jack Crosson, President Connecticut Association of Insurance Agents (Geo. B. Fisher Co., Hartford)....Commended Hartford on our stand. Asked for copy of letter to agents and Liaison Representatives.

George Kramer, President of New York State Association.... Has received twenty copies of our letter. Additional 72 letters are in Syracuse. Is dictating bulletin complimentary to The Hartford but wants to know who the source is. Have told him I cannot tell him but promised further discussion.

Helen Maletz, Kansas (city not known)...Wanted to know how information gotten. Happy to have the warning. Told us we could build a new building on her 150 acres.

Frank Ahearn had lunch with three agents. All were up in arms about the prospect. Glad to get letter.

Bill Lawson, Butler's Insurance... Where is information coming from.

David Baker - Danbury Thank you a lot. Where is information coming from?

chistan

Mr. John Crosson George B. Fisher Co. 609 Farmington Ave. Hartford, Conn. Pres. of Conn. Association of Insurance Agents

6/14/62 - called - sent both letters (agent and Reps.)

EXHIBIT O

april 30, 1962

Hartford Chromace Co. (Shongs)

696 Asylum are

Hartford Conn

CH-9-6451___

Mr. Frank Car 123 William It. WO-4-2700

Call Mr. Channers Barlon . S. G. Ques Darly . __ Called - May 3,

appintment Zunday 3may 8, 29M

- Channing Barber - John F. Dilmon - J.K. Cagney.

Letterlet. Serol letter - 2 Co. Letter sext.

140.AAA

DEFENDANTS' EXHIBIT 14 (5/9/62 letter, Wallach to Barlow)

12y 9, 1952

3

Has Granking Raphos, Vice Promident Raphford Crosp Hawtford IS, Germa

Dear It. Darlar:

This is to confirm the projectal made to you yesterday by our Mr. Robert D'Arpa to furnish your organization with the names of subsencials incurance policy bolders along with the captration dates of their policies.

We can furnish this information to you on an individual papers basis broken down into city, county and state ereas. We will furnish these reports to you on a test basis at a price of 30% cach. It is our intention to deliver service on a seri cuclusive basis to two incurance underwriters who can take all the names us devolop nationally. The price on a seri emaluated taking this per papert.

It is understood that contain depresent and undesirable areas will be eliminated by matual concent. The information columns will be medically to the two firms collected for the first year. The name will be released from this condition thirty days after the policy empiration details

We have no intention of recommending the names of the incurence underwriters of the verteus pointy holders. It is unimplied furthers that the old names will be now policy holders. The true names will not be coincitted tudes.

The names there we delike to you on your initial order while be limited to these policy holders whose automobile incurred crimes in the meet namely day period. In chart, we will give you expiration dates falling one in the menths of June, July and August. This will pertain to the test period only.

Open continuousing for full corries on the cont continuins backs you will accept all

In coder that to can finalize our working arrangements with the two firms with them to will work, I would suggest that you make your codes as quickly as possible.

We feel very strongly that your expendention is one with them to troubs like to troops

Very trolly yours,

Mieno Cos John P. Cilipero J. K. Cagney

. ,,

Mack Mallach Problème

141AAA

NEETING WIME WILLIAM W. BILLS . SECRETAL A, ACCROY DEPT.

DEFENDANTS' EXHIBIT 17
(Typed memo on meeting wi

AETHA ENGURAMOE COMPANY HARTFORD, COMP.

On November 26th I contacted Bill Ellis, told him I would be in the Martford waren and asked him if he would care to lunch with me gither the 27th or 28th. He told me he was all tied up but would leave Friday open. I called him again on the 29th to confirm our luncheon date.

On November 30th I visited Bill at his office on Farmington Avenue in Martford, Connecticut. We had lunch, and the following is as acquirate a record as I could possibly keep of our conversation.

We was most cordial in greeting me and we proceeded to lumch. We told me briefly, not as an excuse but for entra conversation, that he had a very important business mosting coming up the following Sunday. I told him, at this time, that this was purely a personal visit not at all connected with Romac Resources. We then seemed to relax a little but still appeared as if he were on the defensive. Noticing this reaction, I started a conversation regarding his personal work in connection with this coming meeting. This seemed to case him to the point where he asked me what we (Romac Resources) were doing at the present time. I told him trathfully that we had completely discontinued operations in the research field. It was at this point that I injected the feeling that I was completely bewildered as to why our program did not work, and that this was a tramendous personal loss to me.

It was here that Bill Ellis volunteered some of the following remarks:

We stated that confidentially our program had gone right up to the top cehelon of the Company; that it was thought of most highly; that a meeting held with a number of agents had a majority of acceptance. When I asked why, then, they hadn't accepted it, he smiled and said he didn't know if it was worth the beating that they would have to take. Still acting a little bewildered, I asked, What kind of a beating are you referring to?"

Wie reply to this, of course, was "The pressure from other companies." Then he elaborated

to say that they would have to contend with Mr. Prime and Channing Barlone. I asked how Channing Barlone fitted into this picture and his answer to this was that Barlow gave out press releases to all the organization publications, sent letters to agencies and used every possible means of publicationing our particular program.

Me said that Prime was wrong and that Prime know it. As far as elaborating on Prime, he only filled me in on his personal background. He didn't speak too highly of his qualifications for the position. A forthcoming statement than gave me the impression that Bill Bills know more than he was revealing. This statement pertained to Mr. Prime, disclosing that he could try to stop us on the basis of aiding in the sale of insurance. This was already known to us because us were called down to the New York.

State Commissioner's office on the same subject.

Since he had started the convergation, I then folt at liberty to probe as deeply as I could. I prodded him once with a question such as, "Didn't Prime surely take a chance?" To this, Dill's remark was, "Well, Bob, all he needed was a phone call which I know he got, and that was it." He continued to say that Prime was so far off base that when he received the phone call, he told the caller that he would have our interviewers arrested.

He again stated that some of their agencies were still requesting our service.

At first, he stated that he did not know that we had contacted the Association of Independent Agencies. Then later on in the course of our conversation, he remarked that Kramer, their new President, was off base in making that statement to the press. He referred, of course, to the press release issued by Kramer rejecting our proposal. He stated that he was surprised that we didn't sue.

These, besicelly, I believe were the main points of our conversation. We still discussed our program from here on out and the possibilities of some day rejuvenating and offering it across the board to all agencies as he had once suggested.

One closing thought: He asked no a number of times why the direct writers did not buy our program.

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MILITAG WITH WILLIAM W. BLLIS

To sum up the mosting with Bill Ellis, I would say from my own personal view that Bill Ellis knows more of what transpired than he actually revealed to me. I don't believe that Eill Ellis will ever divulge this information to anyone, and most certainly met to me. The fact that the program had been accepted right at the very top of Actual leaves me with the opinion that Actual was involved in one way or another.

14H AAA

DEFENDANTS' EXHIBIT 45
(Progress report on Nation-wide test results)

FIRST PROGRESS REPORT

TEST RESULTS COMPUCTED BY NATIONAIDE INSURANCE COMPANY .

IN LONG ISLAND.

SALES MANAGERS - Pat Moonan Ray Sanchez

Preliminary Report (Incomplete.)

90% accuracy of information of ex. dates. This compares with ex. dates created by their own men at a 65 to 67% accuracy.

how increase in business by new salesmen. Improvement on salesmens' efficiency based on time saved by not acquiring their own ex. dates.

Romac ex. dates resulted in one appointment made out of three telephone calls. For each automobile policy sales made, one additional line was sold.

Romac ex. dates are broken down into the month of expiration. Each call made by the salesman results in an interview with a prospect who is ready to buy now.* Nationwide required that the salesman pay a nominal sum for each ex. date, thereby insuring a conscientious follow-up call.

ALL STATE INSUPANCE CO. - WEST CHESTER AVE., WHETE PLAINS, N. Y.

Mr. Fred Ball, Eastern Regional Mgr. requested names in Westchester, Putman County and Albany.

On May 3rd 228 names were delivered to Mr. Ball at his office at 500 Westchester Avenue, White Plains, New York

These names were on a test basis of 30¢ per name. On June 1st All State sent a check for 068.40.

(8/20 article in U.S. Invest Keeping Up to Date on Insurance

Liberty Mutual A Benev Expirati

Episode Should Drive Home to Local Agents That Continuous Policies and Direct Billing Are A Protection - and Not A Threat - to Future of American Agency System

To understand the true significance and implications in all this hullabaloo about the recent purchase by the Liberty Mutual Insurance Company of an expiration list in Bridgeport, Connecticut, containing some 300 names, you should keep in mind the historical background of the questions involved. For, there is no doubt in our mind that not only are these questions of a very serious nature, but they lend themselves all too readily to hiased thinking predicated upon the selfish interests of the various parties concerned.

As our long-time readers are well aware, we were pioneers in advocating adoption by the agency companies of continuous policies and direct company billing in the mass market lines, particularly automobile and private residence coverage. Indeed, for many years, we stood almost alone in our sponsorship of this cause, preaching that in no other way could the oldline agency companies maintain their competitive position in these impor-

Bogey About Ownership of Expiracions

With the passage of time, it has, of course, been gratifying to us to see gradual acceptance of our ideas. But

don't think for a moment that it was just a case of swimming with the current. Far from it! The fact is that it took a great deal of tenacity to drive home to the rank and file of the American Agency System that no threat exists in the continuous policy and direct company billing to the ownership of expirations - especially where the company takes the pains to keep the name of the agent before his clients in any and all communications with the latter.

And even if there were such a threat, the competitive situation in the automobile and awelling house line is of such a nature today-with the direct-writing specialty companies running rampant in this field-as to present the local agent with a choice between half a loaf or no loaf at all. It couldn't be otherwise when you stop to think that the public is still a free agent to buy insurance coverage where it will. And that is exactly why we have been dinning into the ears of our agent friends these many years that it is the public who will decide whether continuous policies and direct company billing are to be-or not to be!

NAIA Fighting A Lost Cause

True, we have never quite converted the hierarchy of the National Association of Insurance Agents to our way of thinking on this important problem. But it is interesting to note that within the past few years, they have had to resort to some facesaving devices when confronted with

the stark Jeality that a goodly part of the membership was not following their leadership in this respect.

Particularly-significant were those happenings at the NAIA convention a little less than two years ago. The Special Committee on Direct Billing and Continuous Policies — appointed by the Executive Committee in accordance with action taken some time previously by the National Board of State Directors at Cincinnati-conducted a survey of a representative



Advertising of insurance companies in these columns naturally comes from many states. Our readers will understand, of course, that each company advertising here is soliciding business only from states where it is duly licensed to operate.

UNITED STATES INVESTOR

147AAA

(2333) 25

WORKING.



George V. Whitford . Raymond G. Shepard Vice President Vice President



401 Walnut Street, Philadelphia 6, Pa.

cross section of the NAIA membership and as a result thereof unanimously adopted the following resolution which constituted its report to the convention:

"Recognizing that a significant number of the members of the NAIA have for various reasons, accepted the programs of Direct Billing and Continuous Policies, despite a strong feeling that this approach is not in the best interests of the public and the agent, the NAIA clarifies its policy to provide that Direct Billing and Continuous Policies are not necessarily in violation of the principles of the American Agency System but that certain aspects are inherently dangerous and provide a basis for the breakdown of these concepts. The NAIA urges all companies operating under the American Agency System and using Direct Billing and Continuous Policies to re-evaluate their procedures to eliminate these dangers to the American Agency System."

Futile Attempt to Save Face

As can be readily seen, this resolution is not what you would call an emphatic and whole-hearted blessing of the fundamental idea behind Direct Billing and Continuous Policies, but rather an attempt merely to have the NAIA go on record to the effect that such a program is not necessarily a violation of the principles of the American Agency System. In other words, it was an attempt to keep a large portion of the membership within the pale, so to speak, of regular card-carrying members of the "union" in good standing. For, what the committee learned from its survey indicated beyond all measure of a doubt that the opinion of the hierarchy as to what constitutes loyalty to the basic tenets of the American Agency System simply was not shared by an alarmingly large portion of those who chose to reply to the questionnaire.

Survey Betrayed Significant Trends

To cite but a few of the figures which led to the unanimous adoption by the Special Committee of the above resolution, there is first the fact that of the 1,993 agencies replying to the question whether they write any business involving continuous policies, 51 per cent answered in the affirmative and 49 per cent in the negative.

TOGETHER



C. L. Miller Vice President



STANDARD AGGIDENT INSUPANCE COMPANY

640 Temple Avenue • Detroit 32, Michigan

148 AAA

Of these who do not write continuous policies, 21 per cent said that they are likely to be using them in the foreseeable future.

To the question whether they insure any risks billed directly by the company, 40 per cent of those replying answered in the affirmative—and as was the case with continuous policies, the plan is used principally in the automobile line, with homeowners in second place. Of those who do not use direct billing, 17 per cent of the 1,137 agencies replying said that they are likely to do so in the future.

To the question whether they would accept or oppose the introduction of continuous policies by their leading companies, 63 per cent of the 1,888 agencies replying answered in the affirmative. In answer to the same question as regards the introduction of direct billing by their leading companies, 37 per cent of the 1,884 agencies replying answered in the affirmative.

Hierarchy Changes Report

With these figures as a guide, you would think that the NAIA hierarchy would bow to the fact that continuous policies were already an accepted fact among the great majority of agencies—and that direct company billing was well on the way to general acceptance. But the sad part of it is that they succeeded in side-tracking the Special Committee re-

port and substituted therefor a resolution, saying:

"NAIA recognizes that a significant number of its members have for various reasons accepted programs of direct billing and continuous policies, despite a strong feeling that this approach is not in the best interests of the public and agent. NAIA cautions that certain aspects of this program are inherently dangerous, and urges all companies operating under the American Agency System to reevaluate their procedures to eliminate any dangers to this system, and this national board of state directors reaffirms its 1953 policy relating to unilateral commission reduction, continuous policies and direct billing."

A Handy Roadblock to Progress

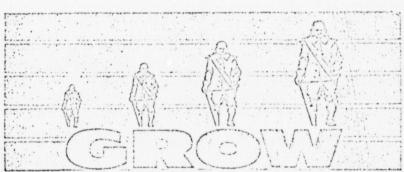
Our reaction to this turn of affairs was just what it had been on previous occasions when the bogey of dangers to ownership of expirations was raised to frighten off the membership of the NAIA from acceptance of direct billing and continuous policies. We repeated our statement that the legal history of the ownership of expirations question should be enough to convince producers that there is no cause for concern on that matterand that the agency leaders had made a fetish out of it through the years, using it on all too many occasions to place a roadblock in the way of measures designed to promote the welfare of the public. And the sad part of it all is that when the severest test of "ownership" came—in the form of unrelenting competition from the specialty writers—it proved to be a very ineffective defensive measure, what with the agents learning the hard way that the weakness in this whole theory of ownership of expirations is that it protects them only from those least likely to injure them—the managements of the companies they represent.

Liberty Mutual Episode Bears Out Our Prophecy

How prophetic this latter statement proved to be is now clearly apparent from the Liberty Mutual episode in purchasing the expiration list above mentioned. The manner in which the list was originally put together seems to be clouded in mystery, but the general feeling is that it is a fairly accurate one compiled with great care largely through telephone solicitation by a national organization whose business it is to supply various types of companies with names of prospects. Refore the Liberty Mutual made the purchase on what that company is now disposed to describe as a trial basis, the Travelers and the Hartford Fire had turned thumbs down on the proposal. What's more, there have been reports from other states, notably New York and Maine, that the agents are running up against a similar type of competition which, in some respects, is more deadly than the ordinary variety of direct-writing competition because of the fact that the canvas occurs at a time when the policyholder can easily transfer his business-and affections.

It is no wonder, therefore, that upon meeting this sort of competition the agents of Connecticut were quick to appeal to Commissioner Alfred N. Premo for protection. Nor is it any wonder that the Commissioner should have come to their aid by issuing a ruling saying:

"The insurance agents' absolute ownership of expiration records is the very keystone in the American Agency System. There seems to be considerable mystery as to how these records were obtained by the seller, and as to the identity of the seller. To my way of thinking, no one has the right to sell or buy the property of others, and this practice will not be tolerated by the Connecticut Insur-



with fast-growing STUYVESANT'S multiple line ___

 accident and health salary continuance plan — "tailored to your needs" o bodily injury and property damage o automobile physical damage o surety and fidelity o general liability o credit life and credit accident and health o fire and allied lines
 mobile homes

STUYVESANT Insurance company

established in New York in 1850

Executive Offices-Alleatown, Pa.

149 AAA

August 20, 1962

issioners will be as prompt to line o as protectors of that system as has en the case in Connecticut, Indeed, e already hear it questioned in regutory circles whether a commissioner meeting his primary responsibility protecting the public when he sees sides between the direct writer the one hand and the agency com-nies on the other. Then again, ere are those legalistic minds in gulatory circles who argue that the sole question of ownership of exations revolves around the con-et which the agent makes with the mpany he represents - that the estion of property rights is between agent and his company-that the attract is in no way binding upon side competition which may choose solicit the business. If it were, n there would have been no rea-for the direct-writing specialty panies entering the business in the t place—and most certainly no son for marking up production ords which have caused so many rtaches in agency company circles ecent years.

acy, Yes-But Benevolent!

but, be all this as it may, we still eve that Commissioner Premo ormed a useful service by his approach the Liberty Mutual to account purchasing the expiration list, at though there may be nothing all about the act, there is somegrabout it that smacks of piracy his just doesn't befit the dignity business charged with the public est. Indeed, the only saving that we see in the episode is it may be classed as benevolent y in that it may serve to inspire a gents to get off their humps get out to see their clients at inlike the them of the public description of the service of the pisode is a service to see their clients at inlike the public of the pisode is a service of the pisode is a servic

e agent is as much a stranger is client as is the representative of direct writer, then the odds are the latter to swipe the policy on action day—or any other day, for the simple reason that the didetre of the American Agency in today centers around the so-service of the local agent, in that service is not rendered, the agent is as unnecessary and come as a mother-in-law chapon a honeymoon.

ROGER KENNEY

150 AAA

INA Issues First Semi-Annual Statement to Stockholders

The Insurance Company of North America has initiated an abbreviated semi annual financial statement to stockholders.

Due to the fact that insurance underwriting is subject to seasonal influences, the company has adopted a 12-month reporting period and presents its operating standards for the period ending June 30, 1961, and June 30, 1962, on that basis.

For the 12 months ending June

For the 12 months ending June 30, 1962, premiums written amounted to \$437,042,764 as against \$399,994,985, for the 12 months ending June 30, 1961. Premiums earned were \$417,220,745 as compared with \$381,392,639. Commissions incurred amounted to \$81,437,565 as against \$75,678,392. Other expenses incurred were \$59,259,211 as compared with \$57,300,445. For the 12 months ending June 30, 1962, Federal taxes amounted to \$12,933,839 as against \$11,641,103. The total statutory underwriting loss for the 12 months ending June 30 last was \$20,102. This compares with an underwriting profit of \$680,107 for the 12 months ending June 30, 1961. Net investment income amounted to \$35,627,533 as against \$32,499,097. Total operating and investment income before Federal income tax was \$35,607,431 in the 12 months ending June 30 last. The comparable figure for the 12 months ending June 30, 1961, was \$33,179,-204.

The ratio of claims and claims expenses to carned premiums in the latest 12-month period was 63.18 per cent as against 61.90 per cent in the previous 12 months period. The expense ratio was 35.15 per cent as against 36.16 per cent. The combined loss and expense ratio for the 12 months ending June 30, 1962, was 98.33 per cent as against 98.06 per cent for the 12 months ending June 30, 1961.

In presenting the report, John A. Diemand, chairman of the board, and Bradford Smith, Jr., president, call attention to the fact that the figures for the 12 months ending June 30, 1962, include claims arising out

For Insurance Inquiries

See Page 21

August 20, 1962

EXCERPT - IN

MATIONWIDE M Hartford and research org agency compa company wort fashion. No the expirati telephone and includes Home reportedly we be a continutime. There to its advanthis research insureds from way it looks



DEFENDANTS' EXHIBIT 49

(Excerpt from Florida agents assn. Inf. Bul.
FORMATION BULLETIN - FLORIDA ASSOCIATION OF INSURANCE AGENTS6/2

June 27, 1962

UTUAL BUYS AUTO EXPIRATION INFORMATION offered to the properly declined by them. Presumably the national anization tried to sell these expiration lists to one my and to one direct writer. Naturally, any agency hy of the name would refuse to seek business in this to, apparently, with Nationwide Mutual. Actually, on information is obtained by the research outfit through dependent interview and is not confined to auto but sowners and other coverages. The names and information are offered at 45¢ each. It has been indicated this would is reason to believe Nationwide has used this service tage by an intensive block by block solicitation. Can organization be stopped? Not unless you can stop your giving them the information. At least that's the from here at the moment.

E 49

Nationwide Acquires Expiration Lists

51.31.2

Note and they age to being the property of the war was received by return to the Hartle, the surative Group

surance Group.

The earliely after throne of surtice offer, the Hartford Group rotated
as accounts of the transaction and if
reasons for reliand, sound princelead of its teleform of the paintuples of the American Agency System As a result of the offer, the
Hostina Computer being conferenced
by various late agents associations
for as the country. here as the country.

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Alter sensy assupt by the Hartford G: turned down the interpolation of country. organication made with the Nationwide ation interpted any This hatthe list offer w. A the cover will be thought a consent or...

ten the bess of th on the best of the fact, inte-pendent bear agents have expensed such concern over the type of com-petition, but to some a there is attle that can be love to prevented from the tile public can be presented from the To we expressed.

Type of cemerosas, suen rabassas.

Complete Insurance Agency Accounting

- · Dunct Statement.
- Company Across to
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- · Complete 1814 Service Buren.

Emergency or Overland America



Key Funching Veritying Special Reports

det and Date Car

MANCOCK 6-0-27

DEFENDANTS' EXHIBIT 50 ("The Standard" article, 7/13/62)

Actn. Allint I Con Appoint Three to New Officer Posts

Children of the state of the control of the control

derwitting depart at its according to the Vi. M. Mintyre pointed Action have in 1940 and later served as sent obsert a the reachand. Mrs. Springheld, Macco, and reachand remains apended in held representative in the life accounts department and me beer accounts department and me beer accounts department for the part "wo years."



(5:1/2") (C.

GUEST & E. T.

EXCESS LIMITS

PROPERTY DAMAGE

MEDICAL PAYMENTS

Facilities for Agents and Brokers



116 STATE STREET BOSTON, MASS. A.Neres 3-5107

539 EAST SROADWAY LOUTH DOSTON ANdrew 8-5078

The Standard, July 13, 1962

152 AAA

(5/15/62 letter, D'Arpa to Coakley)

12

May 15, 1962

Mr. Jack Conkley Travolors Insurance Company 700 Main Street Hartford, Conn.

Doar Mr. Cookley:

This is to confirm our telephone convercation of May Mich and the proposal made at that time concerning subcachile insurance contration dates. If you will recall, this proposal was submitted in a slightly different form when Mr. Wallach and myself visited Mr. Audro Mach. Our proposal is basically the same.

We will furnish your organization with the names of automobile insurance policy holders along with the expiration dates of their policies.

We can furnish this information to you on on inciviously report books broken down into city, county and state areas. We will furnish these reports to you on a test basis at a price of 30% cach. It is our intervient to deliver service on a semi anclusive basis to two inchrance under witters the can take all the names to develop nationally. The price on a semi anclusive basis will be approximately his per report.

It is understood that cortain depressed and understable areas will be eliminated by mutual consent. The information submitted will be enclosive to the two firms selected for the first year. The names will be released from this condition thirty days after the policy expiration dates.

We have no intention of researching the names of the insurance underwriters of the various policy holders. It is understood further that all names submitted in succeeding years will be now policy holders. The same names will not be submitted trice.

The names that we deliver to you on your imitial order will be limited to these policy helders whose automobile incurance expires in the next four menth period. In short, we will give you empireblem choos felling due in the menths of June, July, August and September. This will perfoin to the test period only.

Upon contracting for full corvice on the somi exclusive basis you will accept all names regardless of date of expiration as they are developed.

In order that we can finalise our worlding comprehensive with the two firms with whom we will work, I would suggest that you make your tooks as quickly as possible.

We feel very strongly that your organization is one with whom we would like to

Ray truly yours,

RED: no

(

Robert E. D'Arpa

153 AAA

	: • . . •		
) RAME			:
OLD ADDRESS		•	
PEW ADDRESS			
WHEN DO YOU. EXPECT TO MOVE			
HOW LONG AGO DID YOU MOVE			
IS YOUR HOME NEW	HOW OLD I	S IT	
DO YOU USE GAS OR OIL	v.	•	
IS THE HEATING H.W. OR H. A.			
DO YOU HAVE A CAR WHA!	T YEAR AND M	иКс.	
WHAT MONTH DO YOU PAY YOUR CAR	INS.		
DO YOU HAVE ANY CHILDREN	HOW MANY	ном с	OLD
WHAT IS YOUR HUSBANDS AGE & OCCU	•		

15H AAA

(Romac Questionnaire)

72 B

PLEASE PRETTOR

NAME			
ADDRESS			
PHONE			
This is Market Research calling Cleveland Area.	g, we are con	ducting a su	vey in the
1. How many people in your family?			
 Do you own your own home? Yes What month do you pay your autor 			
4. Do you have:			
DEEP FREEZERPL/	AN TO BUY?		
COLOR T.V.	•		
'AIR CONDITIONER			
5. Are you planning any major purch	nases this ye	ar?	
6. Do you have a gasoline credit ca			
7. Do you maintain a checking account	int? Yes	No	
Would you like to have one	which bank	would you pi	eler to use?

you and Goodbyo!

1// 1 1 1

72C

PLEASE PRINT IN INK ONLY

NAME		zone
ADDRESS		
TELEPHONE NUMBER		
THIS IS MARKET RESEARCH CALLING, WE A AREA. WOULD YOU MIND ANSWERING A FEW	CORNIE.	
1. HOW MANY PEOPLE IN YOUR FAMILY?	· · · · · · · · · · · · · · · · · · ·	
2. CHILDREN?	2. <u>YES</u>	· · · · · · · · · · · · · · · · · · ·
3. AGES?	3	
4. DO YOU HAVE A HI-FI?	4.YES	
5. DO YOU HAVE A TAPE RECORDER?	5.YES	
6. DO YOU HAVE A DEEP FREEZER?	6.YES	·
7. DO YOU OWN OR RENT YOUR HOME?	7.ON_	RENT
8. WHAT MONTH DOES YOUR AUTOMIBLE IN	SURANCE EXPIRE? 8.	
9. DOES ANYONE IN YOUR FAMILY USE VI	w 2015/00	•
10. DOES ANYONE IN YOUR FAMILY BUY BO		
	11.STORI	3
11. STORE?	40M	CLUB CLUB
12. BOOK CLUB?	7. T. T.	
16. HAVE YOU EVER PURCHASED ANY PRODU		
17. WHAT KIND OF PURCHASE?		
AND FOR THE LAST QUESTION:		
20. DO YOU READ MAGAZINES?	20.YES	
21. BY SUBSCRIPTION?	21. <u>YES</u>	
22. NEWSTAND?	22.YES	· · · · · · · · · · · · · · · · · · ·
THANK	YOU FOR YOUR COOPERATION.	
	INTERVIEWER	
	DATE	

DEFENDANT'S EXHIBIT 72D

(Romac Questionnaire)

A CHARLES	4 7 7 7 8 27	
PLUADE	2-15 1 14	1
A AMUSTUM	4 4 4 4 4 4 4 4	

				72D
NAME	CITY	STATE	POSTAL ZONE	
				():
	ESEARCH CALLING, WE ARE CONSUMERING A FEW QUESTIONS.	ONDUCTING A SURVEY	IN THEAF	REA.
1. HOW MANY PEOP	LE IN YOUR FAMILY?	1	<u></u>	
2. CHILLREN?		2. YES		
3. AGES? 4. DO YOU HAVE A	HI FT2	· 1984年第二		
	TAPE RECORDER?			
6. DO YOU HAVE A				
7. DO YOU OWN A	CAR?	7. YES		
	YOU PAY YOUR AUTO. INSUR			
10. DOES ANYONE	IN YOUR FAMTLY BUY BOOKS?	10.YES_		
11. STORE? 1	2. BOOK CLUB?	11. STOR	12. BK. C	LUB
13. HARD COVER 1	4. SOFT COVER?	13. HD.	CVR14. SFT.	CVR.
15. IS ANYONE IN DO YOU KNOW NAME	YOUR FAMILY HARD OF HEAR OF ANYONE WHO IS HARD OF	ING? 15. YES_		
	R PURCHASED ANY PROODUCTS	BY MAIL? 16. YES		
	CHASES?	·		
	INING ANY MAJOR PURCHASE T	\.··		
19. WHAT PURCHAS		19		
20. DO YOU READ		At the contract of		
21 BY SUBSCRIPTI				
22. NEWSTAND?				
AND FOR THE LAST	QUESTION, ANY STOCKS OF BONDS?	23. YES_		
		DATE		

157 AAA

DEFENDANT'S EXHIBIT 72E (Romac Questionnaire)

72E	STATE	OITYL	20	NE .	LAST	NAME	FIRST	INT.	STREET	
VAME				··	·					
ADDRESS			CITY				0	ZONE		
TELEPHONE NUMBER			STATE							
THIS IS MARKET RESE	MARCH CALLING	. WE ARE	CONDUCTIN	G A GE	VERAL I	ECONOMI	C SURV	EY IN 3	TOUR	
REA. WOULD YOU MI										
HOW MANY PEOPLE	IN YOUR FAM	ITLY?	1-2	-	lı .	5-		OVER 6		
	2 2001. 1.2.	: _	1] 3		5		7		
			NONE	0-5	6-10	11-14	15-18	OVER	18	
. WHAT ARE THE AG	ES OF YOUR C	HILDREN?	0	1	3	5	7	9		
				:						
. DO YOU HAVE A H	I-FI?					YES	1	NO	3	
					1 1 14 .					
. DO YOU HAVE A T	APE RECORDER	.?				YES	1.	NO	3	
DO YOU HAVE A H	OME FREEZER?	(NOT ATTA	CHED TO R	EFRIG.) .	YES	1	NO	3	
. WHAT MONTH DOES			APR MAY	-		SEP CO	T NOV		NONE	
AUTO INSURANCE	EXPIRE? 01	02 03	04 05	06	07 08	09 1	0 11	1.2	00	
·	`									
. DOES ANYONE IN	YOUR FAMILY	USE VITAMI	NS?			YES	1	ИО	3	
				1		Assessment overcompositions	-			
. DO YOU READ BOO	KS ?					YES	1	NO	3	
• DO YOU READ BOO	KS?		· · ·			YES	1	NO	3	
. DO YOU READ BOO	r	YOU ARE N	ON READIN	07		YES	1	NO	3	
	r	YOU ARE N	ON READIN	07.		YES	1	NO	3	
. WHAT IS THE TIT	LE OF A BOOK		;			YES	1	МО	3	
. WHAT IS THE TIT	LE OF A BOOK		;				1			
	LE OF A BOOK	PRODUCTS	BY MAIL?			YES	1.		3	
. WHAT IS THE TIT	LE OF A BOOK	PRODUCTS	BY MAIL?			YES	1.	МО	3	
. WHAT IS THE TIT	LE OF A BOOK	PRODUCTS	BY MAIL?			YES	1.	МО	3	
. WHAT IS THE TIT	URCHASED ANY ODUCTS BEEN	PRODUCTS PURCH. ON THE LAST QU	BY MAIL?			YES	1.	МО	3	

DEFENDANT'S EXHIBIT 72F

(Romac Questionnaire)

			• ,		72F
NAME		 	 		(25H25
ADDRESS		 CITY	· .	ZONE_	
TELEPHONE	NUMBER_	STATE			

HOW MANY PEOPLE IN YOUR FAMILY?

WHAT ARE THE AGES OF YOUR CHILDREN?

DO YOU OWN OR RENT YOUR OWN HOME?

HOW LONG HAVE YOU LIVED IN YOUR PRESENT HOME?

HOW MANY PEOPLE IN THE HOUSEHOLD WORK?

IS YOUR HUSBAND SELF-EMPLOYED? :

AVERAGE INCOME?

DO YOU OWN THE FOLLOWING PRODUCTS:

COLOR TV
DISHWASHER
HI-FI
HOME FREEZER

AIR-CONDITIONER FM RADIO WASHER AND DRYER TAPE RECORDER

DOES YOUR STOVE USE GAS OR ELECTRICITY?

WHAT MONTH DOES YOUR AUTOMOBILE INSURANCE EXPIRE?

DOES ANYONE IN YOUR FAMILY USE VITAMINS?

HAS ANYONE IN YOUR FAMILY BEEN HOSPITALIZED IN THE PAST SIX MONTHS? HOW LONG?

IS ANYONE IN YOUR FAMILY EXPECTING AN INCREASE IN YOUR FAMILY IN THE NEXT SIX MONTHS:

DO YOU READ BOOKS?

WHAT IS THE TITLE OF THE BOOK YOU ARE NOW READING?

HAVE YOU EVER PURCHASED ANY PRODUCTS BY MAIL?

HAVE ANY OF THESE PRODUCTS BEEN PURCHASED ON MONTHLY PAYMENT PLANS?

DO YOU MAINTAIN A CHECKING ACCOUNT?

DO YOU MAINTAIN A CHECKING AND SAVINGS ACCOUNT AT THE SAME TIME?

DO YOU OWN AN AUTOMOBILE? HOW MANY? AGES?

WHAT KIND OF GASOLINE DO YOU USE?

DO YOU HAVE AN AUTOMOBILE GASOLINE CREDIT CARD?

WHAT KIND OF HEAT DO YOU USE?

DOES ANYONE IN YOUR FAMILY WEAR GLASSES?

ARE YOU PLANNING ANY MAJOR PURCHASES THIS YEAR?

DO YOU HAVE ANY PETS?

DEFENDANT'S EXHIBIT 72G

(Romac Questionnaire)

· /~~ (2 SHEETS)	NAME	FIRST IN.	STR	EET NO.
NAME_				
ADDRESSCITY_	N.,		ZONE	
STATE STATE	ander Cadle areas		·	·
		16.		
HOW MANY PEOPLE IN YOUR FAMILY? 1-2 3-4	5-6		OVER 6	
	5		7	***
WHAT ARE THE AGES OF YOUR CHILDREN? YRS.NONE 0-5 6-10	iizi	15-18	OVER	.8
				117
DO YOU OWN OR RENT YOUR HOME?	OWN	i 1 1	गुरायस	,
DO 100 OWN ON NEXT YOUR MANAGEMENT OF THE PROPERTY OF THE PROP			REAL	
DO YOU HAVE A HI-FI?	YES	1.1	NO	3
DO YOU HAVE A TAPE RECORDER?	XES	1	NO	3
DO YOU HAVE A HOME FREEZER? (NOT ATTACHED TO REFRIG.)	YES	3 1 1	мо	3
WHAT MONTH DOES YOUR JAN FEB MAR APR MAY JUN JUL AUG SEPT AUTO INSURANCE EXPIRE? OL 02 03 04 05 06 07 08 09		OV DEC NON		
The second second	y'e		1	
DOES ANYONE IN YOUR FAMILY USE VITAMINS?	YES	1	NO .	3
HAS ANYONE IN YOUR FAMILY BEEN HOSPITALIZED IN THE PAST SIX MONTHS?	YES		NO	,
PAST SIX MONTHS?			NO	•
IF YES, HOW LONG?	3-4	WKS. O	VER 1 MO	50 ×
	1 3	THE RESIDENCE OF THE PARTY OF T	5	
IN LINE WITH CENSUS INFORMATION, MAY WE ASK IF YOU EXPECT				1
AN INCREASE IN YOUR FAMILY IN THE NEXT SIX MONTHS?	YES	1	NO	3
			1	
JAN FEB MAR APR MAY JUN JUL AUG SEPT	OCT NO	men commercial and		
Alla Alla Alla Alla Alla Alla Alla Alla		1.0	4.00	

DO YOU READ BOOKS?

WHAT IS THE TITLE OF A BOOK YOU ARE NOW READING?

HAVE YOU EVER PURCHASED ANY PRODUCTS BY MAIL?

ANN: OF THESE PRODUCTS BEEN PURCH. ON MONTHLY PAYMENT PLAN? YES ON MON. PAY. PLAN 5

DO YOU CAN THE FOLLOWING PRODUCTS?

COLOR TELEVISION? YES 1 NO 3

DISH WASHER?

YES 1 NO 3

DRYER?

AIR CONDITIONER? YES 1 NO

1/01

STREET NO. STATE CITY ZONE LAST NAME FIRST IN. ·ZONE CITY ADDRESS STATE JELEPHONE NUMBER_ 1-2 3-4 5-6 OVER 6 1. HOW MANY PEOPLE IN YOUR FAMILY? . 5 7 1 3 111-14 15-18 OVER 18 0-5 2. WHAT ARE THE AGES OF YOUR CHILDREN? YRS. NONE 6-10 5 3. DO YOU OWN OR RENT YOUR HOME? RENT CWN YES NO 4. DO YOU HAVE A HI-FI? 5. DO YOU HAVE A TAPE RECORDER? YES . DO YOU HAVE A HOME FREEZER? (NOT ATTACHED TO REFRIG.) YES NO JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC NONE 7. WHAT MONTH DOES YOUR AUTO INSURANCE EXPIRE? 09 10 11 12 . 00 02 03 04 05 06 07 08 01 NO 8. DOES ANYONE IN YOUR FAMILY USE VITAMINS? 9. HAS ANYONE IN YOUR FAMILY BEEN HOSPITALIZED IN THE NO PAST SIX MONTHS? 3-4 WKS. OVER 1 MO. 1-2 WKS. 10. IF YES, HOW LONG?

163 A A A

150 AAA MAY WE ASK IF YOU EXPECT YES 1 NO NEXT SIX MONTHS? APR MAY JUN JUL AUG OCT NOV DEC SEPT WM. H. WILEY 06 04 05 07 08 10 11 09 15 Executive Decretary YES 1 NO RE NOW READING? Mecontly the Hart national research along with the ex was, of course, u Insurance Group i TS BY MAIL? YES NO Since the origina ON MONTHLY PAYMENT PLAN? YES ON MON. PAY. PLAN 5 the National Asso direct writer, re The Mational Asso agency company wi at 45 cents each. Our Prosident, Ja-4. F. M. RADIO? YES 1 NO 3 soliciting expirational violating the State WASHER? YES 1 NO 3 It is, of course, Howover, your Starsituation and we : DRYER? YES NO 3 Policyholders rogs we can got the name it will be nost he . INTERVIEWER Dopartmont. DATE The National Association forthcoming Moetin N NA momborship is rock VERIFIED: We are happy to ar for the 1962 Adver Association for Ac agencies out of a 1 2 3 5 6 7 8 10 9 11 12 13 14 15 also on record. On the National le DATE rospect. · VERIFIER: O TO SUPPORT RIGHT PRINCIP

CC:

See Page 21

August 20, 1962

Connectical Accociation of Insurance Agents, Inc.

ורט זהטשטטנע פזהוניי, הנכש נכנ זיאריזיפוס ב, בסאוונסדוטני

July 19, 1932

. SALE OF EXPIRATION DATES OF INSURANCE POLICIES BY A NATIONAL RESEARCH SERVICE

ford Insurance Group issued information to its agents that a service had offered names of automobile insurance policyholders piration dates of their policies. The Hartford Insurance Group, awilling to accept any such proposal. We commend the Martford its forthright stand.

I announcement by the Hartford Group, it has been ascertained by ciation that this Research Service has sold this service to a portedly the Nationwide Natual Insurance Company of Columbus, Chie.

ciation also learned that this service had been offered to another thout success. The name and information were reportedly offered

ck Crosson, has been in touch with the Insurance Department on this using and Claims Division of the Department told him anyone tion dates and names of policyholders in this State would be to Insurance Laws unless they were licensed as agents.

debatable as to whether such a service is worth the money paid.

te Association fools that the nembership should be informed of this ask all nembers to be on the alert for any information from their ording the activities of this Research Corvice in this State. If no and address of any individual conducting this solicitation, alphul and we will immediately report than to the Insurance

intion Executive Committee is discussing this matter at their an next week. If any further information of interest to the pived on this situation, we will promptly report it to you.

NECTICUT ASSOCIATION RAISES A RECORD CURCURIVIECE FOR N.A.I.A. 1962 ADVERTISING CAMPAIGN

mounce that this Association has pledged a secol of \$51,121.10 rising Campaign. This is the largest amount over raised by this livertising purposes. It represents subscriptions by 607 member total membership of 804, the largest number of subscribing agencies

evol this Association ranks second in the country in the percentage . For its National quota. Caly Florida tops Connecticut in this

LES AND OPPOSE DAD PRACTICES IN THE SUCKHESS. (Cycr., please)

· 165 AAA

TRAVELERS' EXHIBIT P-1 (Travelers Standard Agency contract

TRAVELERS INDEMNITY COMPANY of Hartford, Connecticut, hereinafter called the Company, and
pursuent to request that the underwriting facilities and other services of the Company be made available to the undersigned and for the considerations hereinafter expressed, agree together as follows:
The territory within which the Agent may act shall be the following:
. This contract shall become effective on the
The Agent has full power and authority to solicit applications or proposals for insurance for such classes of risks covered supplement or supplements attached hereto and made a port of this contract as the Company from time to time may be to be solicited; to countersign policies of insurance, renewal receipts, certificates, and endorsements pertaining to make insurance covered by this contract unless otherwise advised; to collect, receive, and receipt for premiums on insurance do by the Agent to and accepted by the Company; and to retain out of premiums so collected, except as hereinafted set full compensation on business so placed with the Company, commissions as hereinafter indicated:
The Agent shall promptly forward applications, proposals or daily reports and pay over promiums to the Company's
It is a condition of this contract that the Agent shall refund ratably to the Company, on business herelofore or hereafter commissions on canceled insurance and on reductions in premiums at the same rate at which such commissions were originally and that the Company at any time, by written notice to the Agent, may change the commissions allowed under this as to policies effective on and after date of such notice.
The Agent has no authority to make, alter, vary, or discharge any policy contract; to extend the time for payment of sexcept as authorized in writing by the Company; to waive or extend any policy obligation or condition; to incur any in behalf of the Company; or to insert any advessment respecting the Company in any publication whatever without en consent of the Company first obtained.
The Company shall not be responsible for agency expenses such as rentals, transportation facilities, clerk hire, solicitors' stage, advertising, exchange, personal local license fees, or any other agency expenses whatsoever.
The Agent shall be responsible for all risks placed on the books of the Company through his agency by any sub-agents together with all premiums or moneys collected by them in connection with such risks the same as if they had been pro-
Any Company supplies furnished to the Agent by the Company shall always remain the property of the Company and returned to the Company or its representatives promptly upon demand.
In the event of termination of this contract, provided the Agent shall pay all collected premiums to the Company tely, the Agent's records, use, and control of expirations shall remain his property and be left in his absolute possession.
This contract cancels all previous contracts or agreements whether oral or written between any of The Travelers Com- nd the Agent covering the lines of insurance referred to in this contract and may be terminated by either party at any n written notice to the other.
VITNESS WHEREOF, the Company has caused this contract to be signed at the Home Office and the Agent has subscribed
hereto thisday of19
THE TRAVELERS INSURANCE COMPANY THE TRAVELERS INDEMNITY COMPANY
JAD Wille in President
Agont
Secretary, Agency Services Department
of Little 1154 4-61 PRINTED IN U.S.A. 165 AAA PRIVATE POLICIER & P-1- & Guihorized Signature

	dicted	
้นรบเ	alty, Fidelity and Surety Lines:	
ines	of Insurance	Percent of Premium
	Workmen's Compensation—except as stated below	
2.	" — Graded Expense Rating Plan	10
-	(1) On the first \$1,000 of standard premium on the individual risk	10
	(2) On the next \$4,000 of standard premium on the individual risk	
	(3) On all standard premium in excess of \$5,000 on the individual risk.	5
-1.	Liability—Bodily Injury and Property Damage—except as stated below	171/2
2.	" —Employers'	
-1.	Automobile—Liability—Bodily Injury (including Medical Payments, Death and Disability, and Family	
	Protection) and Property Damage—except as stated below	
2.	 —Liability—Bodily Injury (including Medical Paymonts, Death and Disability, and Familian Protection) and Property Damage—Class 2 Private Passenger (Classes 7, 8, and 	
	Travelers Plan), Public Passenger Carrying, and Long Haul Truckmen	
3.	" - Physical Damage (including Comprehensive, Personal Effects, Towing, etc.) as	
	Collision	20
	Burglary	20
	Glass	20
	Boiler and Machinery	
	(1) On the first \$3,000 of premium on the individual risk	
	(2) On all premium in excess of \$3,000 on the individual risk	101/2
.1.	Bonds—Fidelity, Surety, and Forgery—except as stated below	20
2.	"—Depository	
3.	" —Blanket—Commercial, Position, and Public Employees.	15
4.	" Bankers', Brokers', Insurance Companies', Building and Loan, Securities, and	
	Forgery and Alteration	
5.	" New York State Alcoholic Beverage Control Board	
ali ali	sures in states other than indicated in the territory above described, (2) which are written under a special commissions or a special method for computing or paying of commissions, (3) which ersignature by another agent, or (4) bonds covering contracts of \$2,500,000 and over, on all of the as quoted by the Company.	rating plan conter involve execution (
	and Allied, Marine and Multiple Peril Lines:	
omi ass	missions in accord with the commission scale (or later editions thereof) adopted by the Company and location of the risk and the Agent's classifications.	as applicable to il
145	OTHER THAN MARINE	
	The Agent is classified as	Agent and a
	The right of the r	- Agein ond
ich.		and renew policies of
sure	(is) or (is not) ince of the Company.	
MR	NE LINES	
	Authority to bind the Company and/or to issue and renew policies of insurance pertaining to Marin	e Lines is not covere
y ti	is contract but may be extended specifically by an authorized representative of the Company in	writing.

154 AAA

C-5051 CF Edition NEW 4-61 PRINTED IN U.S.A.

CONTRACT

WITH

THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
HARTFORD, CONNECTICUT

Name
Place

167 AAA

LE AAA

MTER-OFFICE COMMUNICATION

FROM

W. W. Ellis, Secy. H. O. Casualty Agency Dept.

Newark Agency Dept.

+...

PLANTIFFS' EVHIBIT U

THE ATMA CASSO THE STANDARD FIRE SHADDARD FIRE SHADDARD TO Ellis)

DATE July 16, 1962

REPLY TO LETTER DATED

G. M. Healy, Agency Mgr. SUBJECT

SUBJECT ROMAC TEST SURVEY

VV. VV. ZLLIS JUL 18 ₁₉₆₂

Secretary

Dear Bill:

We are pleased to enclose a memorandum prepared by Field Representative Pennington. We have a very complete folder here in Newark covering the individual agent's replies to our survey.

We'think Mr. Pennington did a good job. We did not get an opportunity to talk to him before he left on vacation. Nevertheless, it is the consensus here in Newark that the 3.40 charge is out of line, and an agent could do almost as well with a local directory.

If you have any specific questions, please let us hear from you.

FO 840

GMH:wk Enc.

-168 AAA

5862

156 AAA

INTER-OFFICE COMMUNICATION



ÆTHA LIFE INSURANCE COMPANY THE ÆTHA CABUALTY AND BURETY COMPANY THE STANDARD FIRE INSURANCE COMPANY

G. M. Healy, Agency Manager

DATE July 16, 1962

REPLY TO LETTER DATED

FROM

J. W. Penrington, '/R

SUBJECT ROMAC TEST SURVEY

In this report, I wish to summarize the results of the ROMAC test survey. I will be concerned here with the actual results of the survey itself, and not concerned with what the service could do for the Etna and its agents.

First off, we received a total of 106 cards, 4 of which were duplicates. There were 102 useful leads. These leads were distributed to 13 agencies in the Bergen and Passaic County area of New Jersey. Only 3 of these 13 agents were former direct writers as a majority of the leads fell in areas where we do not have agents who were formerly with direct writers.

The accuracy of the addresses is very good. There were 95 correct and 7 incorrect. As for the accuracy of the expiration month, information as to this matter could be obtained in only 86 cases. The remainder would not discuss their insurance at any length or could not be located. Of the 86 cases where the expiration month could be obtained 64 were correct and 22 were not correct.

Eligibility could be determined in 59 cases. 42 were eligible for Auto-Rite and 17 were not. 6 of the 17 who were ineligible for Auto-Rite would not have been eligible for Custom-Rite either. Of course, there had to be an interview with the assured before the eligibility data could be determined. So that means there were effectively 59 interviews where a presentation could be made.

The agents were able to sell 6 Auto-Rite policies and 2 Custom-Rite policies. iThis area of the survey might seem to be low, but it must be remembered that these were by and large not "hungry" new agents. These leads in the hand of a hungry new agent would cause a "harder sell" and thereby result in a higher ratio of sales to leads.

Whether or not the agents would buy these leads is presented on the attached sheet. As for the resentment to this type of solicitation, a total of 89 cases was recorded. There was no resentment in 63 cases and some degree of resentment in 26 cases. Also along this subject, you might note that 22 cases, expressed satisfaction with their present agent or company, and did not wish to change. In 14 cases, the people were just not interested at all. Resentment, however, was not primarily against the type of solicitation, but merely the fact that the people did not wish to do business with anyone but their agent. This finding would regotiate the criticism of this system, for it has been shown that an agent who does his job well will not lose his account. Where an agent has not been doing a good job, then he will lose. his account whether to us or to the direct writers.

169 AAA

	NEWSTAN	ORIPTION?	22.
AND	FOR THE	E LAST QUESTION, HAVE ANY STOCKS OF BONDS?	23. YES
23.	100 100	The state of the s	2). 120
	40.5	DATE	•
		Xumenum	PLUT
	en emerimante del estre esta e	151A	AA
		•	
-			•
(
	٠.,		
0			
		AGENT WOULD BUY	AT \$.40 PER
	1.	Vreeland Agency Yes- Parry & Corry* Yes	No No
	2. 3.	Helias-Reihl No	No
	4.	Bogart-DiPaola No No No	No No
	5.	Holtzman Agency No Morrill Yes	No -
	7.	Gorga . No	No
	8.	Anania* Yes	No · No
	9.	Value of the second	Yes
	11.	J. Grode Yes	Yes
	12.	Sergent-Mackey No	No '
	13.	J. Marston No	No .
•			
0			
	•		4
		*Former Direct-Writing Agents	
		hte L . A.s	
		and the second s	
		The same that the same three same three same	······································
		preserve a translation	
		The approx of the main and the company	- ಆರ್ಬ್ಯಕ್ಷಣ ಸ್ವಾನ್ ಮಿಜ್ಯವಾಡೆಯ ಮುಮರಾತ್ರ
		The state of the s	
		ci a destriction and the contraction of	
		Mighton mate of sales to was	
			to learn a trojumnia of the granufic
		cases was recorded. There was no reco.	22 20 4444
		# 00 152 00 5 U 3	
0		Reserved to a refer one has been been	The same of the sa
7-154			······································
**		it has best short that a suit the second was not been to	too the tree to the tree to the tout
		his account mission to m or to the out	
		Talle	
		. 110	λΛΛ

.:

In conclusion, I feel that the survey has been successful. The accuracy of the leads is excellent. The expiration month data is fairly accurate, but at any cost, is still usable at any future date regardless of the date shown on the card. The ratio of interviews is high, high enough to overcome the cost of invalid leads. The ratio of sales to leads is something that RCMAC cannot provide and would rest with the producer.

John Pennington

JWP:wk

171 AAA

(Letter from Dept. of Justice to Ellis dated November 13, 1964)

EXHIBIT 1 TO MEMORANDUM OF DEFENDANT MEHE AETNA CASUALTY AND SURETY COMPANY IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGME:

DEPARTMENT OF JUSTICE

ANTITRUST DIVISION

FIFTH FLOOR
42 BROADWAY
NEW YORK, N. Y. 10004
CORYLANDT 7-7100

NOV 17 1964
Secretary

SL:RAG

IN REPLY

REFER TO

60-169-0

November 13, 1964

Agencies Department 151 Farmington Avenue Hartford, Connecticut

Gentlemen:

Attention: Mr. William W. Ellis

This office is conducting an investigation to determine possible violations of federal antitrust laws arising out of the alleged refusal to purchase lists of expiration dates of automobile insurance policies from Romac Resources, Inc.

We would appreciate it if you would furnish us with the following information:

- Were discussions held between William W. Ellis and Robert D'Arpa and Mack Wallach of Romac, relevant to engaging the services of Romac to furnish Actna with the names and addresses of holders of automobile insurance policies and the expiration dates of the policies?
- 2. Set forth the substance of such conversations.
- 3. Set forth the reasons why Aetna decided against purchasing the expiration lists from Romac.
- 4. Did Aetna consult with other insurance companies or Agents
 Associations concerning Romac's proposal to sell the expiration lists? If so, please furnish the identity of the persons and the companies with whom you discussed this matter.

If you have any questions, please telephone Mr. Samuel London, of this office, at CO 7-7100, Extension 228.

Thank you for your kind cooperation.

Sincerely yours,

WILLIAM H. ORRICK, JR. Assistant Attorney General

1

chief, New York Office

(Letter from Ellis to Dept. of Just TME AETNA CASUALTY AND SURETY COMPANY IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT

THE ÆTNA CASUALTY AND SURETY COMPANY
THE STANDARD FIRE INSURANCE COMPANY
HARTFORD, CONNECTICUT

Docember 21, 1964

Department of Justice Antitrust Division Fifth Floor 42 Broadway New York, N. Y. 10004

Attention: John J. Galgay.

Chief, New York Office

·Gentlenen:

Re: SL:RAG 60-169-0

This will acknowledge and reply to your inquiry dated November 13, 1964.

1. Yes.

- 2. The details of the Romac proposal were thoroughly discussed. We indicated interest in this proposal and arranged to purchase an experimental list of expiration dates. Attached is a copy of our file memorandum, dated May 8, 1962, dictated immediately after our first conversation with Romac.
- Purchase of the lists was not economically feasible. We felt that the number of Etna producers who consistently solicited private passenger automobile insurance was not sufficient to utilize the very large number of expiration dates we would have been obliged to purchase. Moreover, some of the agents who worked with the experimental list advised that they would not be interested in future lists and the majority of these agents advised that they thought the indicated purchase price was too high.

4. . No.

Very truly yours,

Secretary

W.W.Ellis/jgr

encl.

Micula 12-21-64/1/13.

APPILIATES OF ÆTNA LIFE INSURANCE COMPANY

Casualty Aggregates and Averages, 1963) EXHIBIT 3 TO MEMORANDUM OF DEFENDA THE AETH CASUALTY, AND SURETY COMPAN CASUALTY AND SURETY COMPANY IN SUPPO OF ITS MOTION FOR SUMMARY JUDGMENT

BEST'S

FIRE AND CASUALTY

AGGREGATES AND AVERAGES

TWENTY-FOURTH ANNUAL EDITION



While the information in this volume has been obtained from reliable sources and has been thoroughly checked, it is not guaranteed, and no responsibility is assumed for loss or damage resulting from inaccuracies contained herein.

0

1963

PRICE \$30.00

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ALFRED M. BEST COMPANY, INC.

BEST BUILDING

75 FULTON STREET

NEW YORK, N. Y.

ATLANTA - BOSTON - CHICAGO - DALLAS KANSAS CITY - LOS ANGELES - RICHMOND

BY LINE UNDERWRITING EXPERIENCE-STOCK

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				міз	CELLA	HEOUS	P. D.	LIA	BILI	14 -	Cont	inue	d				. ,	7.9 \$	2:0	16	0
New Amsterdam Casualty New Hampshire Group New Jersey Mfrs. Cas Ditio Casualty Ditio Farmers Group		.776 697 564 .347 513	s	722 \$ 315 60 783 223	1.5 6 5 1.3	99 2 37 6 70 3 61 2	3.4 5.7 8.3 8.4	7.2 15.7 7.4 13.0 10.4	30. 61. 45.	6 1 7 4	24.8	2. 5. 6. 5. 7.	7 1 5 6 7 1	3.4 9.8 8.6 1.8 2.7	2.9 2.3 0.5 3.0 2.2	47.3 42.4 15.3 41.1 46.3	1 12 7 6 8 8 2 8	3.8 1.4 13.2 13.6	178 221 235 97	-27 38 17 18	.9
Pacific Employers Pacific Indomnity Group. Pennsylvania Mfrs. 'Cas. Phoenix-Conn. Group Phoenix of London Group.		633 1.432 844 592 872		243 540 140 280 328	1,3	66 3 35 3 80 4	6.1 2.9 12.3	12.9 8.1 8.2 12.7 13.0	55	.2	22.5 16.8 0.1 23.0 25.9	13. 4. 5. 10. 3.	6 6 6	2.5 7.4 6.2 11.5 17.9	3.0 3.2 0.6 3.4 3.2	58. 50.	0 5 5 1 8 1	01.9 76.2 53.6 13.5 02.3	306 386 -86 -31	46 -14	.3
Hoyal-Globe Group St. Paul-Western Group Springfield-Monarch Grp. Standard Accident Stuyvesant Insurance		5,918 2,828 921 2,125 684	,	2,166 1,122 337 741 246	2.	936 133	35.9 42.5 34.0 41.3 64.3	11.0 17.1 16.5 15.5 9.7	59	. 9 . 6) . 5 5 . 8 1 . 0	20.9 19.6 26.5 22.2 22.8	6 5	.4	16.0 11.1 12.7 13.5 2.7	3.5 3.5 2.9 3.2 1.1	42. 48. 44. 29.	6 1 8 4 1 2 1	94.3 02.2 99.3 01.2 03.2	-4 1 -2 -5	9 -1	1.7
Travelers Indemnity United Pacific U.S. Fidelity & Guarant Kestern Casualty & Suret Zurich-American Group Over \$500,000(124 \$100,000/\$500,000(\$03 Under \$100,000(\$03 Totals Birect(445 Totals Heinsurance(33) \$1;) \$1;) \$1;	6,094 1,348 9,100 1,580 2,404 44,578 11,743 4,994 61,315 5,690 67,005	\$	7.159 365 3.327 1.156 1.304 59.698 5.286 2.167 67.151 3.486 70.637	8, 1, 2, \$140, 11, 4, \$156,	316 788 409 694 152 410 875 437 ,763	45.0 44.0 36.6 28.9 45.8 40.9 32.2 33.4 40.0 32.2 39.8	10.3 13.5 13.5 12.5 12.5 12.5 12.5 12.5 12.5 12.5 12	9 5 1 4 6 3 7 5 7 5 9 5 7 4 0 4 5 5 2 3	5.2 7.9 9.7 6.5 8.5 3.8 3.9 5.4 2.8	18.3 22.4 23.9 28.7 19.9 20.3 20.3 20.4 24.3	6 6 2 3 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	.8 .0 .9 2.1 3.4 5.9 5.6 7.4 5.9	8.7 12.1 15.3 5.9 13.4 11.5 9.1 9.3 11.3 0.8 10.9	3.2 3.1 2.7 2.6 3.2 3.2 0.	437 486 399 2 399 400 380 3 400 7 217	.6 1	82.5 76.1 93.3 62.7	27 27 11 6.01 1.6	16 -15 1 15 1 19 1 19 1 19 1 29 1 20 23 :	2.6 0.3 9.5 5.9 4.3 16.4 5.1 32.1
GRUND TOTALS (478	,, ,,	67,003		10,000			B. I		1.1	BI	11	TY									
Accident & Casualty Actna Life Group Arricultural Group Allstate Group	1	3,961 06,539 5,328 66,608 7,529		1,483 37,786 2,142 124,356 2,711	\$ 3 104 258	7 0 .991 .911 .253 .367 .760	59.4 58.0 54.7 52.6 59.4	11 10 13 16	9 1	71.3 58.1 68.3 69.2 71.4	16. 16. 18. 8. 16.	4 8 3 8 1	3.7 3.0 4.9 6.4 3.8	5.4 6.6 8.7 5.2 5.3	3. 3. 3.	8 3 4 3 5 2	8.5 0.2 5.3 7.9 8.5	99.8 98.3 103.6 97.1 99.9	1.2 -2 5.2	14	0. 1. -4. 2. 0.
American Economy American Employers' American Fidelity & Ca American Fidelity Fire American Fire & Casual	·· ··	1.190 12.230 4.260 2.271 2.840	0 8 5	248 4.336 2.781 941 1,324	11	.017 .905 2.329 1.554 2.818	81.5 53.7 40.3 51.2 54.1	9 19 30 19	.1	93.3 62.8 50.4 8.2 73.7	15. 18. 34. 13. 18.	5 1 8	7.1 2.2 0.9 0.3 7.2	5.6 6.1 2.3 3.6 5.1	101	.0 3 .8 3 .7 2 .6 3	0.8 0.2 9.5 7.7 2.7	124.1 93.0 98.9 103.9 106.4		739 739 337 186	29 6 31 -21 -6 -2
American General American liome Assurance American Indemnity American Insurance Gro American Motorists Insurance	e.	3.22 1.71 3.21 37.22 18.44	3 1 0	1,490 909 1,456 15,835 5,387	3	3,087 1,700 3,137 6,462 8,079	55.	8 15 6 13 4 12	3.1	64.8 63.6 71.7 68.0 67.5	27. 33. 23. 19. 13.	.6	0.5 2.5 4.0 8.2 6.5	4.	9 3 5 2 4 3 8 3	.7 4	17.7 35.6 36.3 28.6	111.3 107.3 101.3 96.1	-1,	198 254 864 605	-11
American Policyholder American States Amer. Sur. Pacific Na Associated Employers. Atlantic National	111	3.25 8.89 14.24 1.15 2.17	19	4,31 6,29 49	3 1	3,245 8,671 3,855 1,120 3,019	61. 67.	4 10 1 1 5 1	9.3 0.8 0.2 3.4 2.0	65.3 72.2 77.3 74.9 69.1	24 20 20	.8	9.1 5.5 7.1 4.1 7.8	9. 6. 5.	1 2 3 3 3 6 7	3.1	35.4 40.0 34.8 41.7	107.6 117.3 109.7 110.8	-2	120 25	-11
Bankers Bultiple Line Bituminous Casualty Boston Group Buckeye Union Casualt	 	1.10 3.30 8.71 11.30	05 56 68	1,43 3,04 5,29	6	8,63	60. 54. 54. 54.	0 2 8 1 7 1	5.2 8.6 2.3	142.2 65.2 75.4 79.0 52.3	19	1.1 1.6 1.2 1.6	7.0	4.	6 3	2.5 3.6 1.2	30.7 30.6 36.1 34.9 35.6	115.8 109.5 113.9 87.9	-1	517 -664 -663 -84	-1 -1
Cal-Farm Insurance Cal-Farm Insurance California Compensati Canden Fire Canadian Indemnity Canad Insurance	ion.	2.6 3.0 1.3 1.4 2.7	94 14 32 23	1,05 55 58 2,66	3 4 2 9	2.71 3.00 1.29 1.41 2.19	6 71. 4 57 2 47 5 59	.3 1 .3 1 .6 1 .0 2	7.1 9.7 12.6 20.7	88.4 77.4 60.1 79.	1 1 2 2 7 1	1.5 5.6 0.8 6.4 6.7	9. 12. 6. 4.	7 3 8 8 7	.5	3.7 2.8 2.8 3.4 4.2	23.6 34.6 38.6 32.2 16.7	112.0 111.6 98.8 111.9 106.4		-322 -335 171 -227 -393	·1
Carolina Insurance G Carriers Insurance Cascade Insurance Clarte: Oak Fire Cincinnats Insurance	roup	3.8 1.7 2.1 7:1	197 146 182 171	1,11 2,5 2,8	88 33 36	4,26 1,71 2,16 4,37 1,08	1 59 1 60 9 59	.8	19.0 12.1 7.9	81. 78. 72. 67. 68.	8 4 1 3	7.0 0.1 4.8 8.1 4.0	8. 4. 3. 5.	2 5 3 7 5 3	.9	0.9	29.8 10.8 29.4 16.6 33.8	111.7 89.6 101.8 83.9 101.5		-393 174 -46 230 -38	1
Citizens Casualty Civil Service Colonial Insurance Consercial Standard Consercial Union In-	Ins.	1.3	255 892 652 183	1,3	69	4.7 1.5 2.0 18,1	30 69 25 73 19 48	7.9 3.6		84. 85. 65.	3 1 3 4 1	3.6 8.3 12.1 21.6 20.3	4 4	3 5	.3	2.6 2.4 3.0 3.2	35.5	101.	0 R 2 9	-369 -132 -81 4.074	-2
Concord Innurance Conn. General-Action (Continental Casualty Continental Ins. Co Cosmopolitan Insura	Group	24. 29. 81.	417 703 222 693 349	1.2 9.9 9.0 34.0	03	23.1 29.9 82.6 2.8	85 6 19 7 21 6	0.0	10.5	39. 70. 84. 76. 3 72	5 5	24.1 18.2 14.3 16.6 21.7	3 5	.1	0.6 5.6 7.2 6.9 2.9	3.2	26.1 31.7 27.7 32.3 35.1	102. 112. 108.	3 · 2 · 8 ·	1.109 3.470 6.938 -44	

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BY LINE UNDERWEITING EXPERIENCE-STOCK

NAME OF COMPANY	Worter	Universal free year	1	Lone	Ad.	Long to a	Come	1		Tares Inc of	Under.	Combined Lone 4 Erg. Extra	Under-	res 'Carr'
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Criterion Insurance Crown Insurance Crum & Forster Group Economy Fire & Casualty. Employers Casualty.	\$ 2,181 1,946 19,120 3,795 6,635	\$ 1,160 539 8,502 1,677 3,216		79.1 34.1 60.1	15. 3 6. 16.	1 94.9 7 41.0 9 77.6 9 58.0	23.9 19.3 25.2	6.3 5.0 4.6 4.3	17.6 7.4 3.9	3.6	34.9 3 34.7	89.9 112.5 92.7	\$ -341 122 -2,551 202 703	-26.7 6.7 -13 8 5.6
Employers' Fire Employers' Limbility Farmers Equitable Federal Insurance Financial Indemnity	3,367 22,744 1,304 10,713 1,683	1,175 7,507 390 4,705 682	3,211 21,946 1,250 11,128 1,470	. 59.3 64.6 44.8	10.1	79.4 57.6	17.5 13.3 17.3	2.1 3.8 4.2	6.2 9.8 8.8	3.2 3.5 1.7 3.9 3.6	29.3 28.6 34.2	94.3 98.7 108.0 91.8 110.6	136 34 -115 1,064	4.2 0.2 -9.2 9.5
Fireman's Fund Group General Accident Group General Casualty (Mis.). General Fire & Casualty. General Ins. (Mash.)	40,312 41,947 7,326 3,726 13,702	16,922 19,335 2,615 1,720 5,931	39,550 41,486 6,566 3,641 14,132	59.3	14.1 14.0 14.4	73.4 74.0 53.3	18.2 17.9 25.9 17.3 20.1	4.8	6.8 1.7 1.7 8.8	3.5 3.8 2.3 4.7 3.1	33.3 28.5 37.5 35.3	104.5 101.9 111.5 88.6 106.5	-228 -2.009 -954 -1.038 384 -769	-15.5 -5.1 -2.3 -15.8 10.6 -5.4
Glens Falls Group Government Employees Great American Group Great Northern Gulf Insurance	19,124 42,551 25,276 2,208 4,012	8,902 22,868 10,2,05 981 1,861	18,426 39,992 24,550 2,114 3,827	61.6	13.0 9.4 9.3	74.6 69.8 82.8	18.1 0.7 17.5 19.6 22.6	2.9 5.4 5.1 6.9 4.0		4.0 3.3 3.5 2.3 2.4	31.6 14.8 33.9 30.9	111.7 69.4 103.7 113.7 101.6	-2.377 3.670 -1.137 -316 -127	·12.9 9.7 -4.6 -15.1 -3.3
Hanover Group. Harbor Insurance. Hartferd Accident. Haskeye-Security. Home Group (N.Y.).	16,171 1,037 111,776 1,950 37,663	5,121 179 46,892 1,025 17,618	16,451 1,029 108,963 1,614 34,195	58.3 69.3 58.1 47.9 63.3		88.2 68.9 70.4	16.5 15.4 17.6 9.8 10.4	3.7 2.7 4.3 5.3 - 3.5	6.6 2.5 6.0 17.3 4.1	3.4 3.0 3.8 3.9 3.5	23.6 31.1 36.3	102.1 111,6 100.0 106.7 106.3	-264 -124 -820 -230 -3,195	-1.6 -12.0 -0.8 -14.2 -9.3
Houston Fire & Casualty, Illinois National Group, Imperial Casualty & Ind. Indiana Insurance Industrial Indennity	1,151 2,249 1,836 3,757 2,468	1,214 564 1,581 941	1,120 2,600 1,754 3,653 2,500	61.5 48.4 31.0 56.9 60.8	13.4 12.9 16.7 8.3 10.4	61.3	20.9 22.2 19.3 25.3 19.1	4.1 7.0 2.7 4.4 1.3	6.3 3.4 3.0 4:1 11.4	3.5 1.1 2.7 1.1 2.8	34.8 33.7 27.7 34.9 34.6	109.7 95.0 75.4 100.1 105.8	-120 47 410 -42 -143	-10.7 1 8 23.4 -1.1 -5.7
Insurance Co. of N.A Ins.Co. of the State of Pa. International Service Interstate Fire & Cas Keystone Insurance	41,921 1,145 2,861 2,147 7,876	18,432 877 1,409 945 4,381	40.631 567 2.796 2.107 7.613	59.6 47.8 52.5 54.9 63.6	12.1 15.8 15.7 11.6 9.0	66.5	14.3 35.8 17.6 32.2 14.4	6.1 1.2 8.1 	7.5 3.9 3.1 1.1 2.7	4.0 1.5 2.6	31.9 42.6 31.4 33.3 22.5	103.6 106.4 99.6 99.8 95.1	-2.058 -284 -8 -9 319	-5.1 -50.2 -0.4 -0.4
Lo Salle Casualty	2,361 1,092 2,945 4,416 32,502	1,166 462 1,218 1,908 13,218	2.027 1.062 2.770 4.471 32.189	30.2 47.8 43.3 49.2 63.0	8.9 6.9 11.1 10.2 11.7	39.1 51.7 51.4 59.4 74.7	25.1 19.5 2.0 20.2 18.6	0.4 3.1 13.7 5.6 4.0	5.8 11.6 4.2 7.3 5.5	0.2 2.0 13.6 3.9 3.6	31.5 36.2 33.5 37.0 31.7	70.6 90.9 87.9 96.4 106.4	490 86 278 163 -2,145	24.2 6.1 10.6 4.1 -6.7
Market Insurance	1,360 1,543 5,043 5,647 1,950	7 421 2,495 1,537 632	1,497 1,469 4,931 5,141 1,913	74.2 84.0 56.6 66.4 51.7	14.8 14.4 17.5 7.8 36.3	89.0 98.4 74.1 74.2 88.0	11.5 7.8 17.8 26.2 17.3	0.1 6.3 3.7	0.1 4.1 5.7 	1.3 4.2 2.6 2.7	11.7 19.5 31.4 28.8 27.1	100.7 117.9 105.5 103.0 115.1	7 -218 -307 -301 -299	0.4 -18.9 -6.2 -5.9 -15.6
Sission Insurance	5,331 1,115 1,508 2,385 1,917	2,935 1,223 1,087 727	1,115 1,631 2,456	54.8	10.9	74.6 75.6 70.3 58.6 99.2	19.9 20.7 21.5 23.8 19.3	0.9 3.4 9.6 3.5 6.1	7.8 6.7 12.0 7.6 6.9		30.8 32.1 44.5 36.1 35.0	105.4 107.7 114.8 94.7 134.2	154	-12.6 -7.6 -13.0 -6.3 -30.7
ational Farmers. ational Indemnity. mational Union Group. ationwide General. ev Amsterdan Casualty.	2,380 2,822 9,992 1,501 15,616	795 1,058 4,318 697 6,876	2,963 9,435 1,439	59.8 61.5 67.8	12.8 21.8 15.9 37.4 11.6	81.6 77.4 105.2	15.6 17.0 20.5 -50.1 26.1	15.8 4.2 6.6 20.1 1.6	1.7 3.8 6.6 35.0 6.0	3.9	35.8 28.9 37.4 12.5 36.6	98.0 110.5 114.8 117.7 101.4		1.7 -9 1 -17.0 -18.3 -5.6
ew Hampshire Group ew Jersey Mirs Ind orthern Assur of Amer orthern of N.Y. Group orthland Insurance	7.812 7.650 1.105 3.090 1.202	2,805 3,617 478 1,262 411	7,442	76.5 56.6	10.3	74.4 75.1 91.5 72.6 66.8	19.1 0.6 19.6 20.6 20.7	4.7 5.8 1.6 5.1	5.3 2.2 6.6 8.2 5.1	1.5 3.2 3.3	31.6 10.1 31.0 36.6 28.0	106.0 85.2 122.5 109.4 94.8		-6.2 14.5 -24.3 -10.0 -5.4
orthwestern Nat'l Cas his Casualty his Farmers Group ld Republic Insurance lympic Insurance	6,248 21,576 6,285 1,306 1,010	2,952 10.097 2,272 365 381	21,524 6,337 1,251	64.5 63.0 67.2	14.6		21.6 21.6 21.5 9.8 21.2	5.1 4.6 5.6 0.6 6.1	6.3 7.0 7.0 5.8 10.1	2.6	35.0 36.1 36.4 18.8 40.3	112.0 115.2 111.3 106.9 142.9	-3.2-4 -695 -97	-12.2 -15.3 -11.0 -7.7
regon Automobile arific Automobile neific Employers acific Indemnity Group. acific Ins. (Hawaii)	2,746 3,943 3,559 11,297 1,150	1,212 1,859 1,462 5,563 561	3,789	49.8 54.2 57.5	16.4 13.9 13.8	68.1	32.1	10.7 12.3 5.1 1.6	0.4 2.4 7.6 8.6	2.4 2.7 2.6	35.9 34.5 42.3 33.0 36.2	93.3 101.1 110.4 104.3 131.6	150 -95 -319 -855 -365	5.6 -2.5 -9.5 -8.5 12.7

BY LINE UNDERWEITING EXPERIENCE-STOCK

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Pacific of N.Y. Group! Pearl-Vonarch Group Peerless Insurance Pennsylvania Mirs.' Cas. Phoenix-Coon. Group	\$ 6,006 1,632 4,474 3,263 10,199	\$ 2,809 871 2,015 1,431 4,110		58.9 62.9 60.8 57.3 49.7	12.5 25.0 13.8 10.1 14.1	71.4	21.0 23.0 25.3 0.1 19.9	4.1 7.1 5.5 4.6 6.8	4.5 6.0 2.1 3.7 6.2	3.8 3.2 2.1 0.7 3.2	33.4 39.3 35.0 9.1 36.1	104.8 127.2 109.6 76.5 99.9	\$ -423 -474 -376 760 -140	
hoenix of London Group. ionmer Casualty referred Insurance rov. Washington Ins reliance Insurance	11,207 1,189 1,915 3,377 3,710	4,350 596 226 1,107 1,943	10,761 1,309 2,359 3,261 3,837	60.6 57.6 57.6 44.0 59.1	16.4 25.2 19.2 12.6 16.0	77.0 82.6 76.8 56.6 75.1	19.2 19.6 20.5 17.5 18.0	3.7 0.2 6.2 4.6 8.1	8.7 6.5 11.0 6.9 10.6	3.8 1.3 5.1 3.9 4.3	35 4 27.6 42.8 32.9 41.0	112.4 110.4 119.6 89.5 116.1	-1,468 -104 -284 301 -563	-13.8 -7.9 -12.0 9.3 -14.7
loserve Insurance	4.035 53.784 22.355 1.171 25.550	1,924 19,234 5,469 491 11,077	3,731 53,019 22,018 1,242 25,177	55.1 56.1 61.4 39.4 67.3	21.2 12.4 13.2 22.9 13.7	74.6 62.3	12.3 15.9 15.9 25.9 18.4	5.8 9.301 5.7 3.3	3.0 6.0 4.8 6.5 5.6	3.8 2.6 0.3 3.0	25.4 28.8 29.0 32.7 30.3	101.7 97.3 103.6 95.0 111.3	-140 1,167 -676 64 -2,952	-3.7 2.2 -4.0 6.8 -11.7
ce Insurance	1,178 1,025 2,823 5,375 1,180	519 474 1,138 2,538 472	826 1,026 2,825 5,305 1,186	57.1 70.6 55.6 61.0 56.7	11.8 12.5 10.4 15.5 16.7	68.9 83.1 74.0 76.5 73.4	17.0 23.9 19.1 17.9 15.4	4.2 4.0 4.2 5.3 4.1	8.6 5.7 6.8 8.5 6.2	4.1 2.0 4.1 2.7 2.7	33.9 35.6 34.2 34.4 28.4	102.8 118.7 168.2 110.9 101.8	-142 -192 -233 -603 -21	-17.1 -18.7 -8.2 -11.4 -1.7
hamrock Casualty* outhern Farn Hur. Cas outhern General outhern Home pringfield-Monarch Grp.	1,285 11,353 1,857 1,465 12,777	-155 3,629 762 584 4,408	1,373 10,816 2,148 1,439 13,363	61.7 55.8 80.5 74.6 62.9	12.1 11.5 18.5 5.4 14.7	76.8 67.3 99.0 80.0 77.6	5.0 5.3 12.1 41.7 20.5	2.3 8.0 2.8 5.1	2.9 5.0 5.4 7.6	5.6 1.7 3.4 2.8 2.6	15.8 20.0 23.7 44.5 35.8	92.6 87.3 122.7 124.5 113.4	115 1,262 -413 -338 -1,578	8.4 11.7 -19.4 -23.5 -11.8
tandard Accident	13,739 2,610 4,515 1,109 2,858	5,194 1,573 1,470 444 1,254	14.658 2.279 6.272 1.688 2.906	44.3 58.4 67.7 58.4 47.4	12.1 14.0 23.1 16.2 12.7	56.4 72.4 90.8 74.6 60.1	22.5 -0.8 32.7 23.6 21.8	3.7 9.0 3.2 4.0 4.1	6.8 4.7 5.4 6.1 5.0	3.6 6.3 2.4 6.7 4.8	36.6 19.2 43.7 34.6 35.7	93.0 91.6 134.5 109.2 95.8	1,364 130 -1,394 -108 137	9.3 5.7 -22.2 -9.9 4.7
uperior Ins. (Texas) raders & General ransit Casualty ransport Indennity ransport Insurance	1,793 1,930 6,320 4,161 3,181	824 946 1,568 1,883 454	1,946 1,831 6,041 4,053 3,118	41.3 53.3 51.0 55.3 72.4	15.2 11.0 26.8 32.5 28.3	56.5 64.3 77.8 87.8 100.7	22.7 23.0 15.7 0.6 2.1	6.2 3.8 0.5 11.6 9.6	10.0 8.3 1.8 5.9 1.6	3.1 2.6 3.1 2.8 3.3	42.0 37.7 21.1 20.9 16.6	98.5 102.0 98.9 103.7 117.3	93 -73 4 -377 -552	4.6 -4.0 0.1 -9.3 -17.7
ravelers Indomnity ravelers Insurance rinity Universal ri-State Insurance nited F. & C. (lowa)	145.922 7,771 6,526 1,303 1,665	53,984 561 3,177 447 528	132.800 20,282 6,281 1,174 1,543	62.3 21.6 45.4 73.6 45.5	8.4 12.1 14.8 14.9 21.4	70.7 33.7 60.2 68.5 66.9	14.8 9.8 27.2 19.0 16.3	5.6 16.3 1.9 2.6 8.3	4.6 15.3 6.8 9.0 4.0	3.7 2.6 2.9 2.4 2.9	28.7 44.0 38.6 33.2 31.5	99.4 77.7 99.0 121.7 98.4	-2.891 10.039 -34 -298 -14	-2.2 49.5 -0.5 -25.4 -0.9
mited Pacific	5.210 63.203 2.411 3.332 3.301	2.260 28,594 678 681 1,236	5,031 61,899 2,144 3,286 3,326	48.9 64.9 62.9 55.6 59.4	13.0 10.0 8.6 27.7 12.0	74.9 71.5 85.3	16.3 19.9 16.1 17.5 16.4	6.1 2.9 0.8	11.0 4.6 7.2 0.5 5.3	2.9 2.9 4.0 2.7 3.0	36.3 30.3 28.1 20.7 28.5	98.2 105.2 99.6 107.0 99.9	-3,645 -65 -239 13	0.9 -5.9 -3.0 -7.3 0.4
anguard Insurance igilant Insurance abosh Fire & Casualty est American estern Casualty & Surety	2.477 1.310 2.604 5.322 11.659	1,676 577 727 1,419 5,289	2.208 1.125 2.464 5.669 11.318	72.5 51.7 69.9 79.7 57.6	14.6 12.5 13.9 15.8 12.6	95.5	20.8 17.0 19.3 14.3 25.0	6.0 4.2 1.8 3.7 2.1	4.1 8.8 3.3 6.6 3.8	2.6 4.1 1.2 2.9 2.7	33.5 34.1 25.6 27.5 33.6	120.6 98.3 109.4 123.0 103.8	-545 -44 -267 -1,238 -537	-24.7 -3.9 -10.9 -24.4 -4.7
Testern Fire Insurance (alshire Insurance (alshire Insurance (alshire Insurance (alshire Insurance (alshire Insurance (alshire Insurance (bool 500, 500, 600, 600, 600, 600, 600, 500, 600, 6	41.648 19.105 11.262	52 6 500 1.895 8.056 \$802.056 15.414 7.826 4.614 \$829.980	1,595 1,074 4,102 20,334 41.899,470 40,572 19,281 10,313 \$1,969,636	53.1 60.0 74.3 56.6 57.9 61.1 60.9 56.6	10.3 18.0 15.4 16.1 13.1 14.9 15.7 15.2	63.4 78.0 89.7 74.9 71.7 72.8 76.8 76.1	16.8 12.9 24.1 18.6 16.0 16.9 16.9 16.9	2.1 1.5 4.1 3.4 5.4 6.5 6.8 8.3	3.2 6.5 5.6 9.0 5.8 7.3 6.2 10.5	2.9 3.6 2.0 3.1 3.3 2.7 3.2 6.7	25.0 24.5 35.8 31.2 30.5 33.4 35.0 35.4 30.6	88.4 102.5 125.5 109.2 102.2 106.2 111.8 111.5	176 -81 -1.044 -1.901 \$-56.886 -2.598 -2.223 -1.524 \$-63.536	11.0 -7.5 -25.4 -9.3 -3.0 -7.1 -11.6 -14.8
Methiurence merican Re-Insurance imployers Reinsurance meneral Buinsurance morth American Reins mortheastern Insurance rudential-Skandia Group maiss Reinsurance mer \$1,000,000(9) {	13,285 12,363 12,574 4,223 1,317 3,471 5,161 52,394	\$ 6.335 6.650 5.856 1.822 416 2.451 2.227 \$ 25.787	9.681 11.539 4,178 1,621 2,364 5,107	43.4 44.1 53.1 67.5 48.1 52.9 67.5 51.8	3.7 3.7 2.7 7.6 3.5 2.6 7.6	47.1 47.8 55.8 75.1 51.6 55.5 75.1 56.0	39.2 31.7 35.7 37.6 43.4 38.3 37.6	1.5 2.0 2.2 1.2 0.3 1.1	0.5 0.7 1.3 0.6 1.3	0.1 0.2 0.1 0.1 0.1	41.3 37.6 39.3 38.9 44.0 39.9 35.6	18.4 85.4 95.1 114.0 95.6 95.4 113.9	\$ -308 412 164 -601 205 -359 -730 \$ -1,217	-3.1 4.2 1.4 -14.4 -15.6 -15.6 -14.3
Under \$1,000,000(25) Totals Reinsurance(34) \$ (WW) 707ALS(549) \$	50,662	3,855 1 29,642 1859,622	4,334	48.6 51.5 58.4	5.9 4.4 13.0	54.5 55.9 71.4	31.9 36.5 16.6	1.5	0.8	0.2	33.5	68.0 94.7 102.3	-146 \$ -1.413 \$-64,949	-4.5 -2.9 -3.2
" Last three 000 omitted.			ry B. 1. L				10.0		5.6					

BY LINE UNDERWRITING EXPERIENCE-STOCK

		D1 1.11	AE OMDE					lates to 1	********	Victor				
HAME OF COMPANY	Victoria Victoria	Unesteed frameums	Promote Larend	Lenes	Ad, lie lice	top lack	Comms & Brok. Inc. d	Orest Are Incid	Con top Inc d		lotal Under- eriting tops lacid	Combined Loss A Loss Fatio	Under- writing Profet or Less	Ratio to terrors Corred
Accident & Casualty Actina life Group Acticultural Group Allstate Group American Casualty	\$ 1,837 40,892 2,390 97,540 3,489	\$ 705 14,443 961 44,693 1,291	AUTO \$ 1.846 40.468 2.324 96.192 3.588	P. D 56.0 59.5 58.6 55.3 56.0	9.7 10.7 11.6 15.0 9.7	AB 1 65.7 70.2 70.4 70.3 65.7	LIT 19.0 17.6 20.3 8.9 19.0	3.5 3.4 4.7	4.8 7.4 8.6 5.1 4.9	2.8 3.2 4.3 3.0 2.7	30.1 31.6 37.9 27.3 30.1	95.8 101.8 108.3 97.6 95.8	\$ 80 -853 -218 1,922 180	4.3 · · · · · · · · · · · · · · · · · · ·
American Employers' American Fidelity & Cas. American Fire & Casualty American General American Home Assurance.	5.130 1.361 1.252 1.509 1.065	1,857 862 582 663 568	5,075- 630 1,251 1,450 868	75.8 59.4	8.8 11.4 14.4 12.3 12.5	62.7 67.2 73.6 66.6 70.7	21.4 33.9 19.7 27.6 35.4	2.2 0.6 6.6 0.5 2.1	6.0 1.7 4.6 6.6 6.3	2.4 1.3 1.7 1.6 3.0	32.0 37.5 32.6 36.3 46.8	94.7 124.7 106.4 102.9 117.5	250 -405 -81 -53 -244	-6.5 -3.6 -28.1
American Indomnity American Insurance Group American Votorists Ins American Policyholders American States		717 6.482 1.864 113 2.527	1,557 15,446 6,571 1,193 5,067	57.8 57.6	9.1 12.2 13.8 5.3 14.6		24.0 19.5 14.4 5.9 23.7	8.3 6.5 9.2	5.2 5.3 4.9 3.6 3.2	2.0	35.3 36.3 29.0 ,21.1 34.5	103.2 105.6 109.6 81.0 111.2	- 54 -880 -60 190 -602	-5.7 -0.9 16.0 -11.9
Ares Sur. /Pacific Nat'l. Bituminous Casualty Boston Group Buckeye Unson Casualty Cal-Farm Insurance	5,495	716 1.125 2,583	1,697 3,181 5,504	49.6 58.2 62.6	14.0 17.0 15.9 11.2 12.1	71.1 73.8	21.2	4.2 7.7 4.5	5.6 9.0 4.6 8.6	2.5	41.5	98.4 115.6 107.7	-825 37 -505 -426 203	7.2 -15.9 -7.6
California Compensation. Cauni Insurance. Carolina Insurance Group Charter Ouk Fire Civil Service	1,439 1,956 2,838	1,308 610 - 1,087	1,093 2,189 1,751	59.2 54.5 54.5	E.2 14.1 5.9	67.4 68.6 60.4	7.5	7.9	5.4 0.9 3.7	4.0	17.7 29.9 16.7	85.1 98.5 77.1	16: 16: 21: 11:	9.2 3 4.7 8 12.5
Connectial Standard Ins Connectial Union Ins. Gr Cont. General-Actina Grow Continental Casualty Continental Ins. Cos	7,008 9 8,268 12,113	2,718 3,233 3,525	7.086 7.860 12.501	64.5 51.2 63.5	17.9 10.0 12.8	82.4 61.2 76.3	21.0 19.0 14.1	5 4.9 5 5.1 3 3.0	7.5 7.2 6.4	3.4	37.2 35.3 26.6 33.2	119.6 96.5 102.9 108.0		1 ·19.2 4 1.6 2 ·2.0 3 ·8.2
Crus & Forster Group Economy Fire & Casualty Employers' Fire Employers' Liability	. 1,75° . 3,10° . 1,39°	78: 5 1,52: 7 49:	1,68 2 3,63 5 1,32	7 64.5 2 52.4 8 56.0	12.3 7.0 9.3	76.1 59 65.1	24. 8. 3. 21.	8 4.1 9 7.1 5 2.7 9 2.3	4.5 7.5 6.4 5.8	1.1 2.2.1 3.1 3.1	3 35.1 4 26.1 2 33.1 0 31.1	1 111.9 3 85.7 3 98.6 0 94.7	-2? 41 43	6 ·13.4 6 13.7 4 ·0.3 5 4.7
Federal Insurance Fireman's Fund Group General Accident Group. General Casualty (Mis.) General Fire & Casualty	. 15,59 . 15,68 . 3,41	4 6.44 1 7.21 0 1.32	0 15,46 8 15,66 3 2,99	9 60.1 7 61.1 1 56.	7 12.5 8 12.5 9 6.6	9 73.1 5 74. 0 64.	6 18. 3 19. 9 26. 7 18.	8 5.1 3 2.1 1 7.2 7 3.1	3 7.6 1 4.6 4 1.7 3 5.6	3.3. 7 2. 4 4.	2 34. 8 29. 3 37. 7 32.	9 108.5 8 104.1 5 102.4 1 91.8	-1,37 -64 -22	0 -8.8 4 -4.1 19 -7.7 16 7.6
General Ins. (Wash.) Glens Falls Group Government Employees Great American Group Gulf Insurance	7,05 14,51 9,57	9 3,26 4 7,85 1 3,85	5 6,82 7 13,89 4 9,46	8 53. 1 65. 0 60.	2 11. 7 21. 3 13.	7 64. 5 87. 7 74.	9 18. 2 0. 0 17. 3 23.	4 4. 7 5. 7 5. 0 6.	5 9. 5 5. 0 7. 1 6.	2 3. 5 3. 6 3. 7 2.	4 35. 5 15. 5 33. 4 38.	5 100.4 2 102.4 8 107.4 2 105.5	-10 1 -41 8 -71 5 -11	00 -1.6 33 -3.1 76 -8.2 35 -6.7
Hanaver Group	. 43,46 . 1,11 . 13,28	2 18,32 9 56 5 6,22	3 42.88 0 99 11 12.19 54 1.19	39 57. 39 57. 39 67. 85 73.	9 9. 0 20. 1 18. 2 13.	6 67. 2 77. 3 85. 1 86.	5 17 2 10 4 19 3 23	5 4. 1 5. 4 5. 3 7.	3 6. 3 17. 2 5. 0 3.	8 3. 4 3. 1 3. 4 1.	2 31. 9 36. 5 33. 3 35.	8 99. 7 113. 2 118. 0 121.	3 1- 9 -1 6 -2,6 3 -2	43 0.3 96 -20.8 26 -21.5
Indiana Insurance Industrial Indennity. Insurance Co. of N.A., International Service. Kcystone Insurance	1,00	56 3° 51 7.2 82 7	99 1.6 36 15.6 74 1.5	71 57. 78 59 04 57.	2 10. 2 12. 4 14. 5 7.	2 64. 3 69. 1 73. 8 65	4 20 5 14 5 18 3 14	.0 1. .4 6. .3 .7. .4 3.	3 10. 1 7. 7 3. 7 2.	7 2 4 3 0 2 7 1	.1 35. .6 34. .7 31. .4 31. .6 22	.6 99. .6 101. .4 104. .4 87.	0 1 -3 9 - 7 4	15 1.4 17 -2.0 78 -5.0 15 12.2 61 -3.6
Manhattan-Guarantee Gr Maryland Casualty Morchants Group Mid-Century Insurance. Hission Insurance	13.9	29 5,6 19 9 41 6	35 2.0 21 2.0	04 58 82 51 66 55 69 64	.9 13	.6 69 .4 65 .1 66 .3 78	.0 19 .1 21 .3 27 .2 21	.4	.6 7	.4 3 .7 3 2	.6 37 .3 35 .5 32 .6 30 .1 32	.1 104. .9 98. .0 96. .0 110.	1 -5 0 3 2 -3	28 -3.7 30 1.5 24 1.3 327 -19.6
National Casualty National Farners National Indomnity National Union Group New Amsterdam Casualty	1,0	79 3 41 5 60 1.7	54 1.6 10 1.6 41 3.5	113 46 172 60 170 56	.7 9 .9 18 .2 17 .6 9	.7 66	.6 15 .4 26 .4 21	6.6 15 6.6 5 .0 7 6.2 1	.8 1 .3 4 .2 7 .8 6	.7 2 .4 3 .3 3 .0 2	.7 35 .9 34 .5 39 .6 36	. 8 99	4	7 0.3 30 2. 706 -16. 364 -6.
New Hampshire Group. New Jersey Mfrs. Ind. Northern of N.Y. Grou Northeestern Nat'l Ca. Ohio Casualty	p. 1.:	107 1,6 145 5 162 1,1	38 3.	795 51 132 60 461 61	.3 12 .9 10 .2 21 .1 10	.8 62 .6 82	.7 .0 1	0.8 5 0.8 5 1.6 6	9 7	.1 1	.6 11 3.4 35	1.4 74 5.6 117 5.6 110	.6 .	969 25. 221 -17. 249 -10. 521 -4.

BY LINE UNDERWRITING EXPERIENCE-STOCK

		ET	TIME AME	DERW	RITIN	AC EX	PERIE	NCE-	STO	CK					
	1	T	1			1.									
HAME OF COMPANY	*****		· ·····		1	1	1	1-	-	1	1	Total	Combined	1	Τ.
	Winnes	frem um	lored	Louis			41 1	1 0		6		Under.	1 1.0	Under-	1. 1.
		-1		1 100 0	l lag	d lac	d in	4 1	ud I	for d		Lips.	Ret o	frett er	Larred
														-	1
Chio Farrers Group	\$ 3,0		AUTO !			LITY -	Contin	ued							
Orrgon Automobile	1 01		5 \$ 3.113			PERSONAL PROPERTY.				6.7	2.3	36.3	109.8	\$ -29	
Pacific Automobile	1	0 65							.7 .		0.5	35.0	104.6	-5:	
Pacific Engloyers Pacific Indennity Group.		9 57	4 1,451									36.4	107.3	-100	
		5 2,25	8 4.634									33.4	104.8	-48	
Pacific of N.Y Group	2,10	1,00	7 1.959									33.4	105.7	-427	-10.6
Peerless Insurance	1,63	0 56				1 93. 8 45.							126.€	-573	-29.2
Phoenix Conn. Group	1,96			50.8	12.	1 62.						5.0	80.2	360	21.2
Phoenix of London Group.	4,39						0 20.					3.6	76.5	480	
			9 4,295	58.6	11.	0 69.	6 20.	4 4	6 10				103.0	-356 -381	-10.9
Prov. Washington Ins Reliance Insurance	1,253			58.0	13.6	6 71.	6 19.	9 4.							0.9
Deserve Insulance	1.421			59.0	16.4	4 :6.							106.5	-105	-8.9
lioyal - Globe Group	20,618			62.1				7 6.	1 3			6.9	98.2	-229	-14.7
SAFTED Insurance	8,390			56.2				210010/02/			3.7 3	1.0	102.8	-624	-3.0
St. Paul-Mestern Group	11 017						5 16.	0 5.	7 4	.8 2	.6 2	9.1	101.6	-140	-1.7
Security-Conn. Group.	11.947			59.3	2010				5 5.	7 2	.9 3	2.2	103.3	. 200	
Selected Bushs Interaces	2,552			58.6				2 77 X NO. 10 15 15	8 6.	7 4	1 3		15.2	-368	-3.2
outhern Farn Fur. Cas	4,533	1,438	4,310	59.4	8.5							1.7 1	05.7	-142	-5.5
	1,095	489	1,247	70.9									92.5	270	6.3
pringfield Monarch Grp.	5,263	1.783	5,570	61 2	10.	72						1	27.7	-299	-24.0
tandard Accident	5,416	2,042		55.9	12.4								09.2.	-404	-7.2
reders & General	2.854	567	3,051	50.7	15.6							.3 1	07.0	-361	-6.6
ransat Casualty	1,118	518 334		51.1	10.6	61.7	24.2	3.8					00.5	56	1.8
	.,	334	1,216	42.3	25.6	67.9	17.3	0.0					90.3	115	9.4
ansport Indennity	2,219	822	2,233	41.6	3.8	50.4	0.6	12.0							
avelers Indemnity	1,718	236	1.690	42.6	7.6	50.2	b. 8						71.7	636	28.5
inity Universal	2,991	20,653	51,318	55.9	6.1	62.0	15.9	6.2					66.3	3 861	33.3
ited Pacific	2.059	886	2.955	56.2	5.8	66.4	26.3		6.5	9 2.	9 36	.2	9.7	3,851	-0.3
S. Fidelity & Guaranty	27 120					00.4	16.6	6.1	11.0	2.	9 39	.6 10	05.2	-110	-5.3
iversal Undergriters	27,135	12,380		58.1	10.8	68.9	20.3	4.6	6.1	2.	8 33.	£ 1/	2.7	. 700	
lley force insurance	1,531	588		49.1 56.0	14.6	63.7	17.0		0.5				3.8	-798 227	16.2
nguard Insurance	1,087	491		67.9	9.7	65.7 85.8	19.0		4.8				5.7	68	4.4
	2,463	635			11.6	78.4	12.7	3.3	4.1 5.8				0.5	-231	-22.5
stern Carnelly & Surety	6,401	2,839	6 215						0.0	•	24.	. 10	2.8	-89	-3.7
iverage Insurance	2,577	1,196		60.0	8.0	69.2	26.3	2.0	3.6			4 10	5.8	-417	-6.6
rich-American Group	8,647	3,426			12.4	68.5	18.8	3.6	5.6			6 10	5.0	-116	-4.4
er \$1,660,030(187) 00,000/\$1,000,000.(56)	\$737.665	\$303,583		T. P. Berlin.	12.1	70.1	16.8	5.6	9.3	********		100	3.3	-309	-3.6
0,000,2500,000 (61)	38,607 21,815	14,261	36,416	6.8	13.1	71.7	19.1	4.4	6.3	2.8				16,614	-2.3
er \$250,000(200)	16,486	7,951 6,276		1.3		71.8	17.9	6.1	6.6	2.4				1,284	-6.1
als Direct (504)	Note to be a second	\$332,091			14.5	75.7	15.6	6.6	8.5	3.7					12.2
mis Beinsurance (34)	16,655	10.357		1.6	12.2	70.4	37.0	5.6	6.3	3.0		8 10:	STREET, MICH. COMM.	2,041	-2.8
NO TOTALS (538)	\$831,231			the retries	The second	69.9	March contract	0.9	0.6	0.1	\$11 110gpa		8.8	307	3.0
						.,,,	17;3	5.5	6.2	3.0	32.	0 101	.9 5.2	1,734	-2.7
des to			TUA	0 C	OLL	151	0 1								
ident & Casualty !	1,329			5.3		61.6	20.7	3.9	6.1	2.0	22.				
cultural Group	1,512	13,429		8.8	4.8	63.6	20.7	2.9			33.5		.1 \$	12	0.9
tate Group.	84,802	43,007	2,576 4 81,365 4	0.5	6.9		6.9	8.9	14.5	5.1			3.		1.2 25.8
ican Bankers	4,203	5,484	3,839 5		9.6		8.8	10.3	5.1	2.9	27.1	6.3	.5 1	0,826	13.3
ican Casualty	2 516						21.0	2.0	2.1	3.0	34.1	96		9	0.2
ican imployers	3,559	1.671	2,513 5			64.6	20.7	4.0	6.1	2.8	33.6	93	2	13	
icen fidelity & Cas	3,825	3,695				63.9	23.7	3.2	6.4	2.5	. 35.8			-62	1.7
ican Fidelity Fire	5,681	6,013				77.7	31.2.		1.3	0.7	33.7	111	.4	-672 -1	20.9
	1,465	681	1,404 49			53.8	28.5	0.5	6.6	1.5	39.5	1 1 1 1		1,078 -2	21.3
ican Indeenity	1,411	681	1,393 50								31.1	90	. 7	105	7.5
ICAN Insulance Group	15,497	6,234				6.4	24.8	4.0	5.6	2.4	36.8	93		69	6.4
icen Notorista Ins	4,123	1,567	4,655 49	.4	7.8 5		15.2	7.5	4.9	2.6	34.4	53.		683	5.5
ican Security	8,442	3,184		.7 2	5.8 11	3.5	17.7	9.4	7.6	4.1	29.1 38.6	152.			2.6
	0,442	8,536	7,405 59	. 8	6.6 6	4.4	20.9	3.7	4.0	2.6	31.2	55.		.417 -15	
ican States	5,018	2,410	4,947 52	.9 1	6.1 6	1.0	21.6								
on Group	4,667	2,202	4,371 57	4 1	5.6 6		23.8	7.0	9.2	1.9	34.0	95.			4.3
eye Imson Casualty	4,039	1,447	3,118 56	.2 5	9.6 6	3.7	24.4	4.9	6.7		38.5	107.			0.3
lern Insurance	1,421	342	1,004. 53	.3 (5.5 5	9.8	24.3	4.5	4.6		34.5	166.			7.0
		342	1.411 59	. 5 12	1.1 7	1.6	5.4	7.8	8.2		24.7	96.			4.9
est three 000 coitted.															

BEST'S FIRE & CASUALTY AGGREGATES & AVERAGES

BY LINE UNDERWRITING EXPERIENCE-STOCK

CONTRACTOR		01 L	HE UND	LRWK	ITING	EXP	ERIENC	E-ST	OCK					
NAME OF COMPANY	******* *******	y	luned.	L	1	Long Long	Comme trat.	Onter for d	Con top lack	1	Uniformatical Control of Control	Comband 1 tip. 1 tip.	Under Under Vinite of Lan	107
Celvert Fire	\$ 16,526	\$ 16,895				- Cont								
Carolina Insurence Group Cavalier Insurance. Central National.	1.311 1.497 2.633 2.942	730 695 2.127 3,881	1 15,855 1,350 1,395 2,614 3,288	67.1 54.6 63.4 67.6 50.2	10.3	(2.1 73.7 79.9	4.5 23.0 17.4 12.2 32.5	4.2 7.1 8.9 4.3 2.3	0.5 6.7 0.9 1.3 9:4	3.8 3.1 3.9 3.0 3.2	13.0 39.9 31.1 20.8 47.4	94.1 102.0 101.8 100.7 105.0	\$ 813 -14 -97 -22	5.3 -1.0 -0.9
Charter Oak Fire	2,168 2,108 1,110 2,636 6,554	925 562 281 2.789 2.793	1,243 2,029 1,007 2,414 6,369	57.2 68.5 51.4 54.2 62.6	5.2 10.5 6.8 7.0 8.5	62.4 19.0 58.2 61.2 71.1	11.7 9.2 15.1 7.5 22.9	3.5 6.5 2.1 3.1 4.9	3.0 5.7 4.8 19.4 6.4	1.7 2.5 2.5 1.9 3.1	19.9 23.9 24.5 31.9 37.3	82.3 103.9 82.7 93.1 106.4	37 -77 119 93	3.0 -3.8 14.8 -4.1 -5.5
Conn. General Actua Group Continental Casualty Continental Ins. Cos Corroom & Heynolds Group Crum & Forster Group	8,097 7,143 96,465 2,120 8,638	3,869 4,439 13,162 1,553 4,937	7,597 5,375 28,275 2,056 8,823	54.6 87.0 50.5 36.5 52.2	7.4 5.4 12.5 4.4 9.7	62.0 92.4 63.0 40.9 61.9	22.2 25.8 21.3 29.9 23.4	3.9 2.7 5.4 3.0 4.1	6.6 4.8 7.1 4.1 7.5	2.7 1.6 3.1 1.8 3.1	35.4 34.9 36.9 38.8 38.1	97.4 127.3 99.9 79.7 100.0	17 -2. 686 -20 393 65	0.2 -35.7 19.1 6.6
Economy Fire & Casualty. Inneco Insurance. Employers Casualty Liployers' Fire. Employers' Limbility	1,966 14,974 2,264 1,502 5,829	856 13,846 1,087 702 2,690	1,888 14,339 2,226 1,485 5,495	50.3 62.8 47.0 57.8 57.4	7.7 13.2 5.7 6.5 6.9	58.0 76.0 52.7 59.3 64.3	25.0 6.1 3.4 23.8 23.1	4.1 2.4 6.6 3.4 3.5	3.8 3.8 7.7 7.5 6.8	1.2 2.3 2.5 2.9 3.1	34.1 14.6 27.2 37.6 36.5	92.1 90.6 79.9 96.9 100.8	122 1,253 439 36 -169	6.5 8.8 19.7 2.6
Federal Insurance. Financial Indemnity. Fireman's Fund Group General Accident Group General Casualty (Wis.).	5,733 1,364 15,170 11,148 3,480	2,474 692 6,793 5,070 1,300	5,954 1,345 14,712 10,639 3,069	53.1 44.8 58.9 54.9 46.6	10.1 6.9 7.5 5.7 5.0	63.2 51.7 66.4 66.6 53.6	21.7 12.5 24.3 22.8 26.3	5.2 10.3 4.7 2.3 7.4	8.2 2.5 6.9 4.7	2.3 3.2 2.9 2.5 2.3	37.4 26.6 36.8 32.3 37.7	100.6 80.3- 105.2 92.9 91.3	46 253 -941 671 169	0.8 18.9 -6.4 6.2 3.6
General Ins. (Mash.) Glens falls Group. Government Employees Great American Group Gulf Insurance	5.180 6,265 15,802 8,635 2,277	2.373 3.492 8.714 3.931 1.141	5.258 6.348 14.946 6.335 2.160	53.2 48.6 57.8 58.8 50.2	5.1 9.5 13.0 9.0 5.2	58.3 55.1 70.8 67.8 55.4	21.5 22.6 0.2 20.2 23.2	6.7 3.5 5.4 4.4 3.8	8.1- 7.6 5.4 7.2 3.6	3.1 2.3 3.4 3.7 1.9	39.4 36.0 14.4 35.5 32.5	97.7 94.1 85.2 103.3 67.9	153 398 2.093 380 224	2.9 6.3 14.0 -4.6 16.3
Hanover Group. Hartford fire Group Hartford fire Group Harkeye Security. Horse Group (N.Y.) Hillinois National Group.	5,362 35,639 1,100 15,354 1,412	2,511 16,720 572 8,733 580	5.185 34,439 924 14,115 1,297	53.1 60.4 45.6 65.7 54.1	5.4 7.4 15.7 9.8 5.9	59.1 67.8 61.3 75.5 60.0	* 26.3 20.3 11.5 21.4 24.8	4.1 4.5 5.3 4.8 6.4	5.6 7.4 17.1 5.6 3.0	2.2 3.0 3.8 2.5 1.2	38.4 35.2 37.7 34.3 35.4	97.5 103.0 99.0 109.8 95.4	57 -1,449 -58 -1,869 20	1.1 4.2 -6.2 -12.8 1.5
Indians Insurance	2.431 1.581 11.776 1.646 3.221	1,016 885 5,304 1,142 1,856	2.418 1.476 11.287 1.854 3.257	6° 0 71.8 58.4 45.6 56.2	5.6 10.7 7.6 9.2 7.9	65.6 82.1 65.2 54.8 61.1	26.5 18.9 19.6 19.8 14.4	2.9 1.3 6.1 8.5 3.8	2.9 11.1 7.5 3.2 2.7	0.9 2.8 2.9 2.7 1.5	33.2 34.1 36.1 31.2 22.4	98.6 116.2 102.3 89.0 86.5	2: -27: -426 260 449	.1.0 -16.6 3.6 11.2 13.8
Loyal Autocchile danhattan Guarantee Grp. darathen Insurance daryland Casualty derchants Group	1,186 1,815 1,639 9,265 2,136	583 870 1.402 4.326 1,050	1.166 1.862 2.350 8.903 2.066	51.9 61.6 62.0 56.9 52.4	8.6 8.7 10.5 7.5 7.5	60.5 70.3 72.5 64.4 59.9	30.3 22.1 6.9 23.5 25.1	8.6 5.5 5.3 5.3 3.2	3.2 7.1 5.4 5.6 4.9	3.3 3.2 1.7 3.0 3.1	45.4 37.5 19.3 37.4 36.3	105.9 103.2 31.8 161.8 96.2	-78 -135 -336 -295 -54	6.7 -7.2 14.0 -3.3 2.6
did Century Insurance did States Insurance lotors Insurance sational Casualty Sational Famores	2,324 2,510 115,205 1,610 1,530	518 1,568 97,369 566 493	1.554	69.8 59.8 63.3 59.7 46.7	9.0 15.8 9.6 7.0 8.3	78.8 75.6 72.9 66.7 57.0	28.8 20.3 15.7 25.9 14.7	4.3 7.3 2.9 15.6	5.3 2.0 3.0 1.8	2.6 4.2 2.5 1.0 2.7	31.4 34.1 27.5 32.8 34.8	110.2 109.7 100.4 99.5 91.8	-265 -265 -1,257 -11 116	-12.1 -10.9 -1.1 -0.7 7.7
National Fire Group National Union Group National Union Group New Amsterdam Canualty New Hompshire Group New Jersey Miss. Ind	2.028 3.993 3.641 3.515 2.846	1,625 2,121 1,698 1,355 1,095	3,697 3,158 3,400	62.1 55.9 52.7 51.7 51.1	6.7 7.9 4.6 6.6 7.5	63.8 63.8 57.3 61.3 58.6	24.7 24.6 26.3 25.6 -6.1	5.4 6.5 2.8 5.1 6.2	6.0 5.9 5.6 4.8 2.8	3.0	38.7 47.0 38.9 38.1 3.9	107.5 103.8 96.2 99.4 62.5	-121 -255 -66 -26 1,163	5.7 -6.9 -2.1 -0.7 37.6
ica South Insurance	2.196 4.860 3.952 2.658 9.116	2.638 2.104 2.310 1.364 1.212	4,905 3,874 2,555	61.4 59.3 55.9 50.9 50.7	5.4 8.1 5.0 4.3 8.2	69.8 67.4 63.9 55.2 58.9	25.0 20.8 26.5 23.7 22.6	4.6 5.7 6.6 4.3	4.0 6.9 5.4 6.6	1.4 3.2 2.0 2.3 2.7	35.2 36.6 35.4 38.0 36.2	105.0 104.0 99.3 93.2 95.1	-243 -1.7 -1 135 419	-13.8 -3.6 5.3 4.6
Rio Farmers Group Dympic Insurance hegon Automobile vecific Automobile Secific Euployers	2,995 3,231 1,031 1,347 1,064	1.016 2.185 525 627 360	2,422 983 1,270	51.6. 59.5 59.5 56.3 50.0	7.8 8.7 6.9 5.5 8.9	59. ¢ 68. 2 66. 4 61. £ 58. 9	23.6 6.7 24.3 31.7	5.1 2.4 10.7	6.3 3.9 0.4 2.5	2.2 1.2 0.5 2.3	37.4 14.2 35.5 34.4 40.5	96.8 82.4 101.9 96.2 99.4	110 311 -35 72 13	3.6 13.0 -3.6 1.7 1.2
Pacific Indeanity Group. Pacific of N.Y. Group Pacific of N.Y. Group Pacific of N.Y. Group Pacific Cont. Group Phoenix of London Group.	3,623 3,948 1,147 4,295 3,595	1,807 2,208 578 1,966 1,571	4,372 1,103 4,104	58.0 58.4 48.9 59.3 63.6	6.1 10.1 12.5 8.3 7.9	64.1 68.5 61.4 66.6 71.5	22.2 22.6 25.9 23.7 22.9	4.9 3.9 6.7 6.1 3.2	7.1 4.4 5.6 7.3 7.2	2.5 3.0 2.9 2.6	36.7 33.9 41.1 39.7 36.1	100.8 102.4 162.5 106.3 107.6	-194 -40 -45 -334 -324	·6.1 0.9 ·4.1 ·6.1 ·9.4
remier Insurance repressive Casualty retective Casualty rov. Washington Ins whance Insurance	3.706 1.619 1.322 1.149 2.653	2,764 1,059 1,157 535 1,695	1.367 1.318 1.626	37.4	10.4 11.0 7.4 9.6 10.4	69.1 50.4 73.0 65.1 67.3	-4.2 25.4 23.9 22.7 21.6	5.6 2.7 4.3 5.7 6.7	2.4 1.4 7.7 9.7	3.1	6.9 28.2 32.1 38.5	96.0 78.6 105.1 103.6 108.6	137 230 -69 -E1	3.6 16.7 -5.2 -8.2 -4.7

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BEST'S FIRE & CASUALTY AGGREGATES & AVERAGES

BY LINE	UNDERWRITING	EXPERIENCE_STOCK

	DI L	INE UND					E-ST	OCK					
Promises Writtee	Unerred Fremiens	President torond	Louis	Adj.	Lones Long long long	Comm.	Osher Are Incid	Gre.	lassa Incid	Total Undan- ering Espa Incid	Continued Long A long.	Under.	Action 10
		tux	0 COLL	ISION	- Cont	inued			-		-		
13,839	6.520 6.835 2.276	\$ 2,481 6,920 13,479 9,150	63.8 59.6 55.3 43.8	3.3 5.4 8.1 5.4	67.1 65.0 63.4 49.2	22.5 37.4 22.7 17.0 20.0	3.9 4.1 4.0 5.6 3.9	1.8 0.8 6.3 4.8 4.6	2.7 3.0 2.6	45.0 36.0 30.0		-622 -58 1,657	-8.9 -0.2
1,226 1,474 1,960 24,280 2,240	1,466 932 23,668	1,237 1,350 1,895 22,627 2,151	56.6 50.9 53.2	9.5 11.7	63.4 60.4 64.9	28.0 32.6 17.4 2.9 31.8	3.4 2.5 5.4 2.8	5.4 2.6 8.4 4.3 6.8		32.8 13.3	97.6 102.5 93.2 76.2 92.3	31 - 82 107 4.769	2.6 -6.1
4,653 2,353 2,966 1,202 3,631	2,125 279 2,141 927 2,334	4.015 2.148 2.789 1.191 1.994	51.9	6.9 5.3 8.7	51.2 59.2 60.6	9.1 32.7 15.7 30.1 6.7	2.9 0.4 17.3 5.1	1.9 0.7 0.8 2.4 3.0	1.8 0.8 4.9 1.1 2.9	15.7 34.6 38.7 39.7	80.1 88.8 97.9 99.3	671 170 -9	16.7 7.9 -0.3 0.5
5,571 3,578 1,460 1,342 1,154	2,122 1,576 3,219 527 596	5,902 3,462 1,909 1,218 1,101	55.3 57.4 77.0 52.9 46.7		67.8 90.7 62.1	23.4 22.2 27.9 25.8 24.4	4.9 4.7 3.4 4.1 3.5	7.9 7.7 8.4 5.1 6.1	2.1 2.8 6.3 3.9	38.3 37.4 46.0 38.9	101.3 105.2 136.7 101.0	-221 -495 -61	0.8 -6.5 -25.9 -5.0 9.3
2,033 40,697 3,048 2,216 1,860	1,172 17,578 1,505 1,938 830	1,519 40,267 2,943 1,914 1,773	41.2 56.6 50.5 59.8 52.4	7.5 5.2 4.6 5.8 11.0	61.8 55.1 65.6	33.0 21.0 26.6 21.4 20.3	2.3 6.2 2.0	1.1 5.1 6.5 3.7 10.9	1.8 2.9 2.5 2.2 2.9	38.2 35.2 37.6 27.3 40.2	85.9 97.0 92.1 92.9	1.102	0.2 2.7 6.0 2.7
3,614 21,310 1,607 1,108 1,257	4,218 10,053 1,164 477 717	3,770 20,630 1,821 1,077 610	66.7 55.2 52.6 55.3 55.2	13.1 6.5 3.5 9.3 15.4	79.8 61.7 56.1 64.6 70.6	17.0 22.2 54.2 20.3 19.9	0.4 3.0 4.0 6.0	9.3 4.1 0.2 6.0 4.1	2.2 2.7 2.2 2.8 1.9	28.9 32.0 56.6 33.6 31.9	103.7 93.7 112.7 93.2 102.5	1.056 -223 10	-7.5 5.3 -12.2 0.9 -36.3
2,563 6,944 3,519 4,981	672 3.107 1.928 2,027	2,426 6,686 3,457 4,764	56.5 60.0 50.5 61.3	7.6 6.3 6.5 10.0	64.1 66.3 57.0 71.3	12.7 29.4 25.5 22.3	3.3 2.1 3.8 3.6	5.8 2.0 5.3 8.1	2.6 0.4 2.1 3.1	24.4 33.9 36.7 37.1	88.5 100.2 93.7 108.4	245 -105 193	10.1 -1.5 5.6 -9.9
\$882,431 41,570 28,686 16,872	\$522,424 26,480 16,338 9,965	\$847,265 40,747 29,591 19,913	57.1 54.9 65.8 59.7	8.5 8.3 10.4 9.3	65.6 63.2 76.2 69.0	18.2 20.2 21.3 16.1	5.4 5.2 4.9 7.9	4.9 6.2 7.5	2.7 2.4 2.5 4.3	31.2 31.0 36.2	96.8 97.2 112.4	\$ 16,191 858 -3,425	1.9 2.1 -11.6 -3.2
\$969,759 12,135 \$981,69\$	\$575,147 8,778 \$583,925	\$937,546 6,663 \$944,229	57.3 56.9 57.3	8.6 4.6 8.5	65.9 61.5 65.8	18.3 39.8 18.6	5.4	5.2 0.8 5.2	2.7 0.1 2.7	31.6 41.5 31.8	97.5 103.0 97.6	\$ 12.999 -2.461 \$ 10.535	1.4
	AUTO	FIRE,	THE	FT	con	SPREH	ENSI	VE					
\$ 18,619 1,859 49,316 3,557 1,444	\$ 7,629 762 24,810 3,052 606	\$ 18,063 1,885 47,070 3,247 1,455	54.7 52.0 55.5 37.8 58.8	4.3 7.1 5.4 4.3 6.9	59.0 59.1 60.9 42.1 65.7	20.6 23.6 5.7 41.2 20.8	2.9 5.1 10.3 2.0 4.0	6.7 8.9 5.1 2.1 6.0	2.8 3.1 3.0 3.0 2.8	33.0 40.7 27.1 51.3 33.6	92.0 99.8 85.0 93.4 99.3	\$ 1,199 15 5,012 56 13	6.6 6.8 10.7 1.7 0.9
2.221 1.770 2.866 1.169 11,212	1.052 1.277 2.457 538 4.319	2.090 1.382 2.555 1.10; 11.174	53.3 40.2 34.1 46.4 63.1	5.9 4.4 4.0 3.3 8.4	59.2 44.6 38.1 49.7 71.5	25.0 31.7 34.1 28.9 17.6	3.1 0.4 0.5 7.9	6.7 1.0 1.9 6.8 4.2	2.4 0.6 4.0 1.5 2.9	37.2 33.7 40.0 37.7 32.6	95.4 78.3 78.1 87.4	25 169 435 115	1.2 12.2 17.0 10.4 -4.3
2.639 1.648 2.626 3.028 2.819	933 1,579 2,363 1,425 1,301	2.760 427 2.236 2.971 2.652	48.7 61.3 50.3 50.3 52.1	9.0 8.6 3.3 7.1	57.7 69.9 53.6 57.4 64.6	15.3 17.7 29.5 23.6 25.9	6.7 9.4 4.0 5.3 7.1	5.0 7.6 4.4 3.0 9.3		29.7 38.8 40.5 33.8 45.4	87.4 103.7 94.1 91.2	324 -511 -25 242	11.7
1,906 1,497 2,099 7,041 1,079	923 602 986 7,580	6.527	56.3	3.9 8.1 10.8 11.8	39.9 60.9 58.3 68.1	41.6 24.4 24.7 4.5	3.8 4.9 4.5 4.2	5.6 7.3 4.6 0.5	3.6 3.4 1.2 3.8	57.0 40.0 35.0 13.0	96.9 103.9 93.3 81.1	193 -25 132 1,161	9.1 -1.7 6.4 17.6
1.740 1.291 1.325 1.851 4.208	993 549 365 1.094 1.942	1,915 743 1,273 1,696	50.2 57.7 57.7 47.0	7.4 3.1 9.4 6.1 7.2	57.6 60.8 67.1 53.1 59.7	32.5 11.8 9.2 7.5	2.4 3.6 0.0	9.4 3.7 6.9 19.4	3.2 1.6 2.7 1.9	47.5 26.7 26.8 31.9	105.1 81.5 93.9 85.0	23 61 206	10.6 -0.1 3.2 5.0 12.1 2.1
4,456 4,671 16,119 1,195 6,255	2,043 4,249 6,843 800 2,365	4,594 4,594 16,453 1,155	51.4 51.2 53.5 95.1	7.3 3.6 11.9 14.1 1	58.7 54.6 65.4 69.2	22.7 30.1 21.1 29.9 23.0	5.3 2.6 6.0 3.0 4.7	9.5 4.6 7.3 4.1	2.5 1.6 3.3 1.8	40.0 39.1 37.7 38.8	93.7 91.9 103.1 148.0	170 170 -400	-0.7 3.7 -2.3 -49.3 -6.4
	\$ 2.215 6.73 13,833 9.319 11.404 1.226 2.240 4.653 2.353 3.631 5.571 3.578 1.460 2.216 6.697 3.614 21.310 1.257 2.863 3.634 21.310 1.257 2.863 3.634 21.310 1.257 2.863 3.634 21.310 1.257 2.863 3.634 21.310 2.863 3.634 21.310 2.863 3.634 21.310 2.863 3.634 21.310 2.863 3.634 21.310 2.863 3.634 21.310 2.863 3.634 21.310 2.863 3.634 21.310 2.863 3.634 21.310 2.863 3.634 21.310 2.863 3.634 21.310 2.863 3.634 21.310 2.863 3.634 21.310 2.863 3.634 21.310 2.863 3.634 21.310 2.863 3.634 2.863 2.864 2.863 2.	\$ 2.215 \$ 1.214 6.50 6.500 13,839 6.833 9.319 2.236 11,401 5.653 1.226 5.77 1.474 1.466 5.200 24,240 24,240 24,240 2.446 1.500 2.141 1.202 927 3.631 2.334 5.571 2.122 3.578 1.576 6.914 1.500 5.216 1	Part Part	Property Property	Part Part								March Marc

BEST'S FIRE & CASUALTY AGGREGATES & AVERAGES

BY LINE UNDERWRITING EXPERIENCE-STOC	EY I	INF	UNDERWEITING	EXPERIENCE-	STOCK
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		BY LIN	E UNDER											
NAME OF COMPANY	Pre	Unarred Francisco	**Het	Loues	44.	Lours Add	Conme 7	Color Lead	from lord		Total Under- e-deg Espe Inc W	Combined Long 4 (sp. Anti-		Promises Formed
		o TUA	FIFE, THE	17 & C	OMPREA	ICKSIY	E - Cont	inued						
Economy Fire & Casualty. Legaco Insurance. Employers Casualty Employers' Liability Federal Insurance	\$ 1.173 6.761 1.690 3.469 3.407		1,071 4,945 1,654	52.8	2.9	55.7 69.1 54.6 57.2 55.8	25.1 6.8 10.4 23.6 22.2	4.1 2.4 6.7 3.6 5.3	4.7 7.6 7.8 7.0 8.5	1.2 2.3 2.5 2.9 2.2	35.1 19.1 27.4 37.1 38.2	£6.2 £2.0 94.3 91.0	\$ 80 256 250 130 282	7.4
Fireman's Fund Group Foremost Insurance General Accioent Group. General Casualty (Wis.). General Ins. (Wash.)	9.759 2.753 6.444 2.151 3.593	4,402 4,603 2,954 856 1,404	9.166 1,891 6.291 1,872 3,730	53.7 39.6 50.1 46.9 47.3	9.8 10.7 3.8 3.9 6.1	63.5 50.3 53.9 50.8 53.4	16.7 -4.9 24.4 26.5 21.7	5.1 27.1 2.3 7.2 6.6	7.3 7.1 4.7 1.6 8.1		33.9 34.6 33.9 37.5 39.4	97.4 87.1 87.8 88.3 92.8	37 -72 718 116 -321	0.6
Glens Falls Group Government Exployees Great American Group Gulf Insurance Hanover Group	3.827 6.013 5.185 1.635 2,713	1,523 4,442 2,257 726 1,271	3,740 7,628 4,957 1,551 2,711	65.8 63.8 54.2 50.2 57.4	9.7 15.0 8.7 2.9 6.0	75.5 78.8 62.9 53.1 63.4	22.7 0.2 21.1 23.9 26.4	3.5 5.5 4.6 4.5 4.0	7.6 5.4 7.0 6.1 6.5		36.2 14.6 36.2 35.6 39.1	111.7 93.4 99.1 89.7 102.5	-468 449 -40 129 -69	-0.8 2.3 -2.5
Hartford Fire Group Home Group (N.Y.) Indiana Insurance Industrial Indernity Insurance Co. of N.A	21,443 9,056 1,284 1,007 6,976	10,300 3.684 553 613 3,056	20,699 6,327 1,268 970 6,815	54.5 54.1 59.5 48.7 55.4	7.2 5.7 9.5 5.4 6.9	61.7 59.8 69.0 54.1 62.3	20.5 21.4 26.6 18.6 19.5	4.7 8.6 5.4 1.3 6.3	6.0 6.5 4.9 11.1 7.4	3.3 2.7 1.2 2.7 3.0	36.5 39.2 38.3 33.9 36.2	98.2 99.6 101.3 88.0 96.5	104 -197 -100 101 43	0.6
International Service keystone Insurance Manhattan-Guarantee Grp. Maryland Casualty Merchants Group	1,246 1,244 1,019 6,005 1,207	746 705 417 2.843 449	1,224 1,255 1,059 5,812 1,167	51.8 62.3 53.5 54.5 53.3	7.0 8.5 6.6 7.2 7.3	56.8 70.6 60.1 61.7 60.6	20.0° # 14.6 21.9 23.9 25.1	7.8 3.8 5.7 5.5 4.4	3.2 2.8 7.8 6.6 7.1	2.4 1.6 3.3 3.2 3.1	33.4 22.8 38.7 39.2 39.7	93.6 53.8 100.9 100.3	23 -122 -19	2.
Mission Insurance	1.189 51.272 1.400 1.593 2.352	.95 43,595 474 228 971	1,593 48,291 1,385 1,666 2,178	14.6 66.0 60.6 61.3 53.4	3.1 10.1 8.2 4.6 7.5	17.7 76.1 66.8 65.9 60.9	9.5 16.4 14.8 24.0 24.6	1.5 7.3 15.5 4.6 6.5	13.0 2.0 1.8 6.6 5.9	3.7 2.6 2.7 2.7 3.0	34.8	45.4 101.4 103.6 103.3 100.9	-2.949 -54 -34 -88	-6. -1.
New Austerdam Canualty. New Hampshire Group New Jersey Miss. Ind Northern of N.Y. Group. Northland Insurance	2,120 2,078 1,379 2,331 1,018	977 1,402 631 990 638	1.887 2.010 1.325 2.353 1.045	57.6 64.1 44.8 62.4 49.6	11.4 7.8 7.3 8.9 4.6	69.2 71.9 52.1 71.3 54.4	26.5 25.7 20.8 27.7	2.8 5.1 6.4 5.7	6.2 4.9 3.4 6.9 7.3	2.6 2.6 0.9 3.2 2.3	10.7 36.6	111.3 110.2 62.8 167.9 91.7	-312 -23(4ES -178 9.	-11. 36.
Northwestern Nat'l Ins. Ohio Casualty Chio Farmers Group. Olympic Insurance. Pacific Indennity Group.	1,771	767 2,666 652 1,139 1,246	1,633 5,667 1,793 1,036 2,303	46.6 46.7 48.2 56.5 54.3	6.1 6.7 6.8 6.4 11.9	62.9	24.2	6.6 4.4 7.1 2.5 4.9	5.4 6.7 6.1 4.9 7.1	3.1 2.7 2.1 1.5 2.4	39.5	94.5 80.5	16 60 10 16 -17	6. 6.
Pacific of N.Y. Group Just Ay-Conn. Group Lacuar of Lendon Group Premier Insurance Reliance Insurance	2,566 2,175 2,063	1,269 1,176 939 1,216, 558	2,594 2,454 2,060 2,615 1,515	43.4	13.5 5.6 6.7 7.0 8.2	56.1 60.6 50.4	22.8 23.5 34.9	3.9 5.2 2.6 10.6 6.9	4.4 6.7 7.4 4.7 9.6	3.0 2.6 2.9 3.2 2.2	42.3 36.6 52.8	57.2 103.2	-12: -1 2 -7 16	0 -0. 5 1, 3 -3.
Reserve Insurance Resolute Insurance Rayal-Globe Group SALCO Insurance St. Paul-Bestern Group.	3,171 8,565 6,115	1,466	1,319 3,248 8,342 6,019 7,638	53.3 54.2	2.2 4.0 7.6 6.6 5.9	60.9	37.4 22.7 16.4	3.9 4.1 5.1 5.7 4.3	1.8 0.7 8.4 4.8 5.5	2.5 2.9 3.1 2.6 2.8	39.3 29.5	92.4 100.2 90.3 94.5	26 -10 55 41	5 -1. 5 9. 3 5.
Service Group	2,919 1,208	1,148 169	2.609	49.6 43.9 56.2	14.4 7.6 7.6 6.2 9.7	51.	17.7 6.0 24.4	0.7	8.4 2.0	0.6	33.1 13.3 5 27.0	90.3 64.6 89.4	87	3 E 6 33 5 E 5 22
Springfield-Vonarch Gry Standard Acrident Stuyesant Insurance Sun Group Travelers Indeenity	3.653 2.226 1.392 1.073	1.754 422	1.167	51.1	9.6 5.3 7.5	63. 51. 57.	7 22.4 3 30.6 8 26.2	4.7 4.6 6.9 6.1 6.2	5.2	4.4	7 37.1 9 49.1 4 44.1	7 101.4 0 100.3 3 102.1	20	8 -2
Trinity Universal	2,300 1,400 1,140 y 13,96	1,133 608 784 6,390	1.180	52.7	10.	6 55. 8 69. 5 57.	5 20.4 6 16.9 2 22.0	3.0	9.4	2.	9 40.	4 95.5 5 98.5 9 89.1	1,3	0 3 8 2 3 10 7 12
Western Fire Insurance, Lulverine Insurance, Zurich-American Group. Over \$1,600,000(18)	5.65 4.42 3.12	2,614 4,682 1,241	3, 90	6 66.6	£. £. 7.	0 56. 1 74. 4 62.	6 28.3 7 22.7 5 18.9	3.6	9.8	3.	2 38. 1 39. 8 33.	7 95.3 4 114.1 0 95.3	\$ 13.6	0 0 4 -15 5 3
\$500,600,51,000,000. (4 \$250,000,1500,000(5 \$100,000,\$210,000(9 Inder \$100,000(20	29,86 3 18,12 3 13,57 6 44	1 18,995 5 10,191 6 7,915 8 3,773	28,99 17,59 14,31 7,64	3 50.1 9 50.1 6 52.1 2 56.	7. 7. 8.	5 57. 8 57. 8 60. 4 61.	9 23.8 9 20.8 5 14.9	6.1	6.0	3.	6 37. 0 38. 7 41. 6 33.	9 95.8 5 99.8 0 105.5 5 55.6	5 3 4 5 116,0	19 3 76 2 29 -1 30 3
Totals Parect (56) Totals Reinsgrance (3) GWN) IDIALS (6)	15,77	1 15,971	11,79	4 40.	9 3.	7 41	6 40.1	1 .	0.5	0.	1 43.	0 17.0	to attack on your	Section .

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BEST'S FIRE & CASUALTY AGGREGATES & AVERAGES

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		EY LI	NE UNDE	RWEIT	TING	EXPER	IENCE							
NAME OF COMPANY	Promote Walles	Ud Fremiums	From your Corned	Lones d	Ad, Cor Incid	Louis A Adj. Lip.	Corms.	Other	Con. Lip. Inc.'d	Tares	letal Under Under Lare Inc d	Combined Loss & Esp. Ratio	Under- writing Profit or Loss	fore to to
		м	ISCELLA	NEOL	IS P.	D. L	LACIL	ITY						
Allied Mutual Insurance. American Family Mutual. American Hardware Mutual American Mutual Lish Auto-Owners Insurance	1 196 138 179 2,433 691		\$ 190 135 184 2,403 686	30.7 73.2 22.8 53.1 48.1	4.5 20.4 8.3 10.8 8.9	35.2 93.6 31.1 63.9	25.0 11.5 -2.0 1.8 25.5	7.2 6.1 18.2 13.5 5.9	19.5 .5.8 13.3 9.4 5.2	2.6 1.7 3.1 2.9 1.4	54.3 25.1 32.6 27.6 38.0	89.5 116.7 63.7 91.5 95.0	\$ 17 -26 68 196 32	9.0 -19.2 37.0 8.2 4.7
Casualty Mutual. Citizens' Mut. Ins. (Mich) Consolidated Mutual Cosmopolitan Mutual Ins. Electric Mutual Liab	163 237 769 511 296	34 118 330 206 19	163 212 029 475 288	11.9 24.1 25.5 51.4 44.5	5.7 8.6 23.6 16.0 14.5	17.6 32.7 49.1 67.4 59.0	36.0 23.5 12.8 14.8	4.4 7.3 2.5 2.4 1.6	5.5 3.0 12.5 5.0 2.0	0.5 0.4 4.1 2.7 2.8	46.4 34.2 31.9 24.9 6.4	64.0 66.9 81.0 92.3 65.4	59 62 176 27 99	35.9 29.2 21.3 5.7 34.5
Empire Mutual (N.Y.) Employers Mutual Cas Employers Mutual Liab Farm Burcau Ins. (Neb.). Farm Burcau Mut. (Ind.).	652 6,791 174	120 222 387 74 74	195 643 6.892 174 172	49.7 41.8 39.1 44.9 62.9	17.5 23.6 9.5 .9.8 11.0	67.2 65.4 48.6 54.7 73.9	15.9 24.1 5.0 5.5 9.8	1.4 1.9 11.4 7.0 7.8	4.4 11.4 6.4 9.5 2.3	3.2 2.6 1.8 0.6 0.7	24.9 40.0 24.6 22.6 20.6	92.1 105.4 73.2 77.3 94.5	7 -38 1.870 39	3.6 -5.2 27.1 22.6 5.2
Farm Bureau Mut. (lowa). Farm Bureau Mut. (Kan.). Farmers Elevater. Farmers Mutual Beins Federated Mut. Implement	239 153 219 109 472	23 68 15 50 208	437 149 296 80 464	66.9 40.0 38.3 42.7 67.9	10.6 12.8 6.0 4.1 26.4	77.5 52.8 44.3 46.8 94.3	-13.7 17.0 9.6 23.7	17.8 7.7 5.3 7.2 20.9	15.2 1.1 2.7 -0.5 15.3	3.7 0.5 2.4 2.4 2.7	23.0 26.3 20.0 32.8 38.9	100.5 79.1 64.3 79.6 133.2	43 30 121 7 -157	9.9 20.2 40.9 8.4 -33.8
Grange Mutual Casualty Greater N.Y. Mutual Hardware Group (Wis.) Harleysville Matual Cas. lowa Mutual Insurance	1,373 2,87 228	101 487 391 137 42	154 823 1,393 272 278	35.3 33.6 50.4 69.1 35.4	6.3 15.1 12.2 18.1 11.1	41.6 48.7 62.6 87.2 46.5	11.9 15.4 24.9 27.4	5.3 1.1 28.1 10.1 2.6	1.8 8.4 11.8 6.7 8.5	0.4 3.2 2.8 1.9 3.1	19.4 28.1 42.7 37.6 41.6	61.0 76.8 105.3 124.8 88.1	59 179 -65 -73 54	38.2 21.8 -4.7 -26.9 19.3
Jamestown Mutual. Jamestown Mutual. Liberty Mutual Group. Lumbernens Mutual Cas. Merchants Mutual Ins.	363 127 10,626 1,468 336	150 49 1,689 371 151	362 120 10,542 1,472 330	29.1 42.4 45.4 30.7 33.7	8.0 15.6 11.6 11.7 6.9	37.1 58.2 57.0 42.4 40.6	24.7 21.7 14.4 16.3	4.2 4.0 5.8 7.6 4.2	12.6 6.1 9.3 9.6 10.9	2.4 2.9 2.7 2.1 2.7	43.9 36.7 17.8 33.7 36.1	61.0 94.9 74.8 76.1 76.7	2.617 354 75	18.9 3.2 25.1 24.0 22.6
MFA Murual. Michigan Mutual Liab. Mountein States Mutual. Mutual Service Casualty. Nationwide Mutual Ins.	1.657 150 179 1,291	98 350 16 62 505	233 1,647 148 196 1,203	49.9 44.3 20.5 45.9 35.8	2.4 5.7 4.9 14.8 10.2	52.3 50.0 25.4 60.7 46.0	11.5 12.2 26.4 12.1 13.6	15.0 10.6 3.9 14.1 6.0	0.1 9.7 4.4 23.5 13.4	2.4 2.2 1.6 1.6 2.2	29.0 34.7 36.3 51.3 35.2	81.3 81.7 61.7 112.0 81.2	43 249 56 -15 195	10.4 15.1 38.0 -7.5 16.2
Northwestern Mutual Pa. National Mutual Cas. Public Service Mutual Security Mutual Casualty Security Mut. Ins. (N.Y.)	574 444 628 529 353	280 180 261 145 104	590 449 579 469 448	35.7 29.1 42.1 79.5 51.8	18.2 12.5 13.9 2.3 25.6	53.9 41.6 56.0 81.8 60.4	25.0 24.6 17.4 19.1 12.2	5.4 2.3 3.1 0.7 2.0	6.4 11.6 6.5 0.2 7.8	2.1 2.4 2.6 0.1 3.0	38.9 41.1 29.8 20.1 25.6	92.8 82.7 65.8 101.9 106.2	49 80 65 -21	8.2 17.6 11.8 -4.4 -0.7
Shelby Mutual	398 275 659 606	187 156 187 264	382 268 648 575	29.6 27.2 46.6 41.8	11.7 15.0 14.8 16.2	41.3 42.2 61.4 61.0	25.4 21.9 2.1 11.1	9.2 5.6 11.7 6.3	3.4 13.6 3.5 10.0	2.6 1.6 2.8 2.9	40.6 42.7 20.1 30.3	81.9 84.9 81.5 91.3	63 38 116 41	16.5 14.0 15.2 7.1
Over \$100,000(46) \$50,000.5100,000(15) Under \$50,000(117) GRAND TOTALS(178)	\$ 38,638 1,072 1,268 \$ 40,978	\$ 9,063 530 625 \$ 10,218	\$ 38,648 1,015 1,196 \$ 40,859	43.2 43.3 39.0 43.1	11.7 15.6 10.7 11.8	54.9 58.9 49.7 54.9	7.9 19.5 16.6 8.5	8.4 13.2 8.2 8.5	6.5 11.8 7.0 8.5	2.4 2.6 1.7 2.4	27.2 47.1 33.5 27.9	82.1 106.0 83.2 82.8	\$ 6,901 -88 177 \$ 6,993	17.9 -8.7 14.8 17.1
			AUTO	B. 1			LIT							
Aln. Farm Bur. Mut. Cas. Alliance Mutual Casualty Alliad American Mutual. Alliad Mutual Insurance. Amalgamated Mutual	\$ 2.482 1.962 1.516 3.720 1,153	\$ 733 751 593 1,582 90	1,931			63.5 61.8 83.0 72.5 56.5	-0.1 23.4 7.7 22.5 7.3	8.4 4.2 13.4 5.2 2.8	5.0 6.4 4.7 7.2 3.3		13.9 35.9 28.4 37.5 19.6	77.4 97.7 111.4 110.0 76.1	\$ 567 25 -172 -379 292	27.7 1.3 -11.3 -10.2 24.5
American Agricultural American Family Mutual American Hardware Mutual American Mutual Liab Atlantic Mutual las	1,987 12,701 4,118 13,419 4,371	75 3,814 1,556 4,619 2,000	1,912 12,355 4,162 13,237 4,246	85.7 63.5 43.7 59.9 44.3	4.1 15.6 17.9 15.0 11.4	89.8 79.1 61.6 74.9 55.7	5.6 12.3 -1.4 3.0 12.0	0.1 5.3 16.5 14.8 6.3	2.0 5.9 10.7 4.6 9.2	0.1 1.6 3.5 3.4 4.8	7.8 25.1 29.3 25.6 32.3	97.6 104.2 90.9 100.7 88.0	40 -608 398 -150 470	2.1 -4.9 9.5 -1.1 11.0
Auto-Owners Insurance Badger Mutual Insurance. Banner Mutual Indemnity. Beacon Mutual Indemnity. Celina Mutual Insurance.	8.628 1.370 1.406 1.784 2.784	3,109 364 653 545 1,029	9.882 1.398 1.290 1.759 2.898	61.3 69.1 32.9 59.6 53.6	16.3 12.2 42.9 14.2 3.5	77.6 81.3 75.8 73.8 57.1	20.8 22.5 11.3 22.3 22.8	6.8 6.7 4.9 9.6 6.3	6.0 9.2 10.9 2.1 9.1	1.6 1.7 2.3 1.0 2.0	35.2 40.1 29.4 35.0 40.2	112.8 121.4 105.2 108.8 97.3	-816 -288 -101 -165 124	-8.3 -20.6 -7.0 -9.3 4.3
Centrel Mutual Insurence Citizens' Mut.Ins. (Mich) Consolidated Mutual Cosmopolitan Mutual Ins. Country Mutual Insurence	4.941 4.130 1.611 8.166 6.824	2,202 1,374 595 3,322 1,890	4.629 4.293 1.416 8.332 6.784	69.8 60.4 50.3 33.6 96.6	17.2 16.2 21.8	49.9	17.4 17.1 9.6 8.0 2.9	6.8 8.1 2.4 2.1 5.7	5.4 3.3 9.9 4.8 3.9	3.0 0.5 4.5 6.3 0.3	32.6 29.0 26.6 21.2 12.8	119.6 105.6 98.7 71.1 126.5	-1.011 -189 -31 2.410 -1.805	-21.8 -4.4 -2.4 29.3 -26.6
Dairyland Mutual	5.068 12.200 2.920 1.056 10.235	1.437 5.129 183 552 4.079	4,789 13,981 2,970 607 10,470	63.9 40.8 49.9 66.8 58.5	10.6 11.3 25.3 9.7 10.9	74.5 52.1 75.2 76.5 69.4	20.2 8.3 6.1 40.4 22.8	-0.4 3.0 4.3 2.0	6.4 3.8 5.6 6.5 8.0	7.9 5.1 6.4 0.4 2.5	34.5 16.0 21.1 51.6 35.3	109.0 68.9 96.3 128.1 104.7	-525 4,660 122 -407 -408	-11.0 33.3 4.1 -67.0 -3.9

^{..} Lost three 000 omitted.

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BEST'S FIRE & CASUALTY AGGREGATES & AVERAGES

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170 AAA

BY LINE UNDERWRITING EXPERIENCE-MI	IAUTUAL
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		BY LI	HE UND	RWR	TING	EXPE	RIENC	E-14.1	JAUTU					
NAME OF COMPANY	V	Unioned Français	1	lenn fer e	1	L	Comm.	1	1 fep	1:00	Under-	Co-Una	U-far Fate or Lone	1:27
		4	AUTO C	. 1. 11	ASILIT	Y - Cor	tinued							
Frployers Mutuel Fire Frployers Mituel Linds Equity Mutuel Linds Exchange Vatuel Linds Factory Mutual Lindslity	1.260 1.260 2.283 7 14.713	9 4,651 2 1,079 1 4,736	\$ 2.13 12.11 1.29 2.29	63.	6.6	6 70.5 5 70.8 6 39.6	3.1 3.1 16.1	2 11.8 7 5.9 5 2.2	3.8 4.7	2.1 2.1 4.6 3.1	26.6	65.0	1.012 -81 805	6.6 6.5 35.1
Farm Bureau Mir. (Ind.). Farm Bureau Mir. (Io.48). Farm Bureau Mir. (Kon.). Farm Bureau Mir. (Mich.) Federated Mur. Ir plement	1.363 4.330	3.9	3.34 2.95 1.34	59.7	12.6	1 72.4 6 63.3 96.9	0.1 6.2	8.0 8.0 1.4	6.2 1.1 8.7	0.8	18.7 17.3 22.3	91.1		-10.1 13.6 19.0 -19.5
Franker with Mutual (N.Y.). General Mutual (N.Y.). Grann Dealers Matual. Grange Insurance. Grange Mutual Casualty.	2,433 3,123 1,215 8,376	1,327 427	3.03	65.8 70.4 57.9	17.4	67.7	10.0	5.1 8.8 1.8	6.8	0.2 6.4 2.7 1.3	26.1 32.7 23.9	137.5 109.3 120.6 91.6 63.7	-606 -178 -666 169	-39.3 -6.6 -21.9
Hardware Group (Wis.) Harleyswille Mutual Cas. Horitage Nutual. Home Watual Inc. (Wis.) Horece Munn Mitual.	6 6.0	4.147	9.832	50.1 50.8 82.6	10.6	59.6 100.5	0.3 19.4 17.9 30.0	1.E 7.6 0.2	4.5 1.2 5.1 4.2 2.5	2.9 1.9 0.5 1.1 2.7	27.3 31.1 35.5	105.3 88:0 91.0 136.0	-1.681 1.163 121 -712 -257	·5.5
Ideal Mutual Insurance. Indiana Insurance Interfore Mutual Ind. Iowa Mutual Insurance. Iowa National Mutual.	1.263 5.159 2.035 2.058 6.109	737 419	1.467 5.610 2.016 2.416 7.172	34.6	9.3 11.9 10.2 16.0 13.3	63.6 41.8 67.1	0.4 18.3 3.3 18.8 15.9	5.1	2.6 8.7 6.3 6.5	3.5 2.7 6.2 3.3 3.1	19.7 30.8	50.6 93.4 61.5 97.9 107.8	706 45 725 159	50.1
Jomestoan Mutual: kentucky Farm Doreau. Liberty Wutual Group. Lumbernens Mutual Cos. Lumbernens Mutual Ins.	3.077 2.258 76.465 47.728 2.666	1,441 624 23,265 12,451 902	3.171 2.194 80.102 47.767 2.111	45.9 36.9 53.4 46.6 64.4	14.6 7.6 15.7 11.8 19.7	44.5 69.1 58.4	11.8 6.4 6.6 13.1 18.1	3.4 6.4 11.9 7.1 4.5	6.3 1.9 3.8 4.9 9.8	5.8 0.4 3.8 3.1 2.9	17.1 20.1 28.2	87.8 61.6 87.2 66.6 119.4	414 830 9,316 6,408	13.0 37.9 11.7 13.4
Nombers Mutual Ins. Merchants Mutual Ins. Meridian Matual Ins. MrA Matual Michigan Millers Matual.	1.198 17.250 3.569 8.891 2,498	5.256 1.554 2.516 958	1.067 17.935 3.749 8.440 2.527	39.8 58.2 59.5 77.2 41.3	7.1 13.3 16.6 15.6 13.3	46.9 71.5 15.1 93.0 57.6	-0.2 13.8 19.5 11.2 22.5	4.3 2.9 8.8 14.4 6.7	9.2 5.1 3.0 0.2 5.4	1.4 4.9 1.2 2.3 1.6	14.7 26.7 32.5	61.6 58.2 105.6 121.1 93.8	391 508 -261	36.6 2.8 -7.0 -22.6 6.6
Michigan Mutual Liab. William, Mutual Millers Mutual (Texas). Wilsoukee Automobile. Motoriste Mutual las.	9,691 1,655 1,761 3,962 5,682	3,665 525 836 1,513 2,181	9.164 1.531 1.868 3.920 5.561	78.9 63.0 48.8 61.1 47.7	19.4 12.6 13.3 13.3	93.3 15.6 62.1 74.4 61.7	9.4 15.7 17.9 32.2 16.1	6.6 4.0 4.7	3.1 0.4 6.5 1.1	2.0 2.5 2.4 0.7	21.1	119.4 98.2 93.6 105.4 92.9	-1.606 128 -345 340	-19.5 -1.1 -8.6 -6.2
Mutual Service Casualty. National Grange Wiresl. National Mutual (Onio). National Mutual Ins. Norfolk & Dednam.	6,109 13,100 /1,049 /94,057 1,654	1,681 4,849 232 19,739 168	0 6,370 13,120 1,105 99,274 1,065	80.8 53.3 62.7 59.0 52.3	15.9 13.3 7.8 13.2 13.7	95.7 66.6 70.5 72.2 65.0	11.0 13.3 14.7 6.2 13.1	9.2 3.6 6.9 9.3 5.8	5.7 5.5 10.4 7.5 6.2	1.5 4.7 2.2 3.2 2.8	27.4 27.1 34.2 28.2 27.9	124.1 93.7 164.7 100.4 93.9	-1,464 815 -32 1,113 75	-23.0 6.4 -2.9 1.1 6.9
North Carolina Farm Northwestern Nutuel. Oklahoma Farm Bureau Pa. National Nutual Cas. Preferred Risk Kutual	1,463 11,366 1,566 8,889 4,835	4.857 390 2.975 395	1,321 11,384 1,485 6,867 6,516	40.9 51.6 52.7 59.3 55.1	9.0 13.9 11.5 19.0 22.5	49.9 65.7 64.2 78.3 83.6	-4.2 19.9 6.2 18.3 -1.7	9.2 5.0 8.2 2.4 7.8	3.1 6.1 1.3 1.1 13.3	2.2 2.1 1.1 2.4 3.7	10.3 33.1 16.8 31.2 23.1	60.2 98.8 81.0 109.5 103.7	517 157 278 -843 145	39.1 - 1.4 16.5 -9.5 2.2
Prudence Mutual Casualty Public Service Mutual Security Mutual Casualty Smelly Mutual State Automobile Mutual	2,610 6,225 9,379 11,139 14,531	827 2,826 1,569 3,677 7,684	2.639 5.981 9.63 16.850 14.237	44.9 30.7 101.4 59.4 62.4	17.1 14.0 4.7 14.2 9.4		28.3 13.1 21.3 17.1 21.3	1.5 3.0 2.2 5.7 3.1	0.7 6.4 0.5 3.8 5.0	0.3 4.6 0.6 2.4 1.5	33.8 27.1 24.8 29.0 30.9	95.6 71.8 133.9 102.6 102.7	122 1.625 -3.198 -365 -470	4.6 27.1 33.2 -3.4 -3.3
State Fare Metual Auto Term. Farmers Mut. Ins ttic. Matual I burance Western Mutual Insurance Over \$1,000,000(85)	250, 857 2,326 20,631 1,077	65,536 609 8,217 663	241,521 2,317 20 665 1,065	60.5 34.5 42.3 50.6	18.9 6.5 F1:0 7.1	79.4 42.8 53.3 57.7	1.6 6.4 13.7 21.4	11.6 6.2 3.0 8.9	3.3 0.5 5.7 6.6	2.7	19.4 15.3 26.7 40.9	93.8 58.1 60.0 93.6	1,254 969 4,227 10	0.5 41.8 20.3 1.0
\$500,600 \$1,600,600 (35) \$250,000 \$500,000 (30) \$100,600 \$256,000 (10) Under \$100,000 (24) GRAND TUTALS(167)	\$898,605 29,693 10,675 2,076 718 \$941,40;	\$211.408 8.356 3.542 666 315 \$281.378	\$903,613 30,410 10,600 2,015 682 \$947,610	58.0 54.5 54.4 62.3 61.4 57.9	14.9 13.9 12.5 20.7 21.6 14.9	72.9 66.4 66.9 63.0 83.2 72.8	7.9 13.0 12.4 13.2 8.0 8.1	8.7 7.3 9.1 6.8 9.6 8.7	4.7 6.1 5.5 6.5 12.8 4.8	2.9 2.6 1.7 1.6 2.5 2.9	24.2 29.0 28.7 26.1 32.9 24.5	97.4 95.6 111.1 1 1 3	\$ 26,638 1,205 450 -235 -132 \$ 27,926	3.0 3.9 4.2 -11.5 -19.3
			OTUA	P. D.	LI	A D 1	LITT	r						
Ala. Farm Pur. Mut. Cas. Alliance Mutual Casualty Alliad American Mutual. Alliad Mutual Insurance. American Family Mutual.	\$ 1.457 1.079 561 2.789 5.268	\$ 428 395 220 570 1,608	\$ 1.472 1.678 565 2.286 5.126	54.8 53.1 73.7 49.1 59.4	6.2 13.9 8.3 9.2	61.0 67.0 62.0 58.3 73.5	-0.1 22.5	6.4 3.7 13.5 4.1 6.4	5.0 6.3 4.6 5.6	1.9 2.6 2.6	13.9 34.4 28.2 34.7 21.5	71.9 101.4 110.2 93.0 95.0	\$ 372 	25.2 -1.3 -10.1 0 4.3
American Hardware Nutual American Mutual Lial American Service Mutual. Atlantic Mutual las Auto-Owners Insurance	1.715 5.414 506 1.174 4.601	1,856 165 530 1,341	1,765 5,381 485 1,135 5,558		12.4 5.4 7.7	59.9 61.0 31.5 61.5	-1.3	19.5	8.5 4.6 10.5 6.0	3.3	30.0 25.6 32.0 36.2	19.9 64.6 66.5 97.7 107.7	195 707 156 13 -160	11.0 13.1 32.1 1.1

BEST'S FIRE & CASUALTY AGGREGATES & AVERAGES

BY LINE	UNDERWRITING	EXPERILNCEMUTUAL	

BY LINE UNDERWRITING EXPERILNCEMUTUAL															
NAME OF COMPANY	**Not Franciscos Western	Ud Frances	*****	Louis	Afr. Lio.	Loren Lanes & Ad, Cop. Inc. d	Correct	Oner Ary Incid	Con Lip Incd	Tarri	letal Under- Leta Leta leta	Comband loss & Cop. Fairs	Vadar Va Vadar Vadar Vadar Vadar Vadar Vadar Vadar Vadar Vadar Vadar Va		formation of the contract of t
Badger Witual Insurance. Hanner Watual Heacen Matual Indensity. Celina Matual Insurance. Central Matual Insurance	\$ 579 812 1.042 1.515 2.030	\$ 151 358 325 536 892	AUTO P. \$ 592 687 1.022 1.601 1.961	D. L1 72.5 36.1 60.2 40.9 60.2	13.3 21.8 12.1 8.6 13.8	65.8 57.9 72.3	6.6 11.3 21.9 23.4 17.7	6.7 4.9 9.0 6.3 6.8	9.2 10.9 1.9 9.0 4.4	1.9 2.3 1.0 2.0 2.4	21.4 29.4 36.8 40.7 31.3	110.2 87.3 109.1 90.4 105.3	-1	57 51 00 89 26	-9.6 7.1 -9.8 11.8
Citizens' Mat Ins. (Mich) Councy mitten Mutuel Ins. Country Mutuel Insurance Dairyland Mutuel Doncyal Mutuel Insurance	2.508 2.052 2.163 2.933 564	861 835 700 860 227	2.730 2.039 2.716 2.719 463	62.9 64.8 51.2 51.5 41.3	15.9 24.1 19.2 5.4 11.2	78.8 58.9 100.4 56.9 55.5	16.1 7.4 3.1 19.7 28.7	8.3 2.1 3.5	3.4 4.7 4.6 6.2 1.3	0.5 6.3 6.5	28.3 20.5 13.7 33.6 32.8	107.1 109.4 111.1 90.5 88.3	-1 -3 2	56 95 90 15 20	-5.7 -9.6 -14.4 -1.7 4.4
Empire Mutual (N.Y.) Empire Mutual (N.Y.)* Empire Mutual (Pa.) Employers Mutual Cas Exployers Mutual Fire	2,281 585 581 5,326 681	1,010 37 298 2,149 354	2.622 595 336 5,450 893	45.0 38.2 62.5 59.0 56.3	11.3 18.3 6.4 16.6 12.1		8.6 6.2 40.8 22.8 2.9	-0.3 3.0 4.1 2.0 15.7	4.1 5.6 6.2 8.0 3.8	4.9 6.0 0.3 2.5 2.3	51.4 35.3	73.6 77.3 120.3 110.9 93.1	-1 -5	50 37 96 52 64	28.6 23.0 -58.2 -10.1 2
Employers Mutual Liab Equity Mutual. Excharge Mutual Inst Factors Mutual Liability Farm Hureau Mut. (Ind.).	4.940 • 511 540 4.618 1.833	2,003 163 285 1,458 476	5,061 532 593 4,691 1,867	56.3 63.0 43.2 48.7 86.6	12.0 12.7 17.9 9.4 14.1	61.1	2.9 19.7 14.5 0.6 5.6	15.8 8.4 2.1 10.6 8.0	3.9 5.0 4.7 5.6 2.3	2.2 2.4 4.9 3.5 0.8	35.5	93.1 111.2 87.3 78.4 117.4	1,0	64 53 77 21 27	7.2 -10.0 12.9 21.8 -17.5
Farm Bureau Mut. (Iuwa). Farm Bureau Mut. (Man.). Farm Bureau Mut. (Mrh.) Farm Bureau Mut. (M.H.). Farmers Casualty	1,320 1,100 807 580 600	30 361 223 165 166	1,729 1,619 791 596 611	56.6 74.5 63.9 51.5 55.6	10.0 13.2 11.4 5.4 8.6	56.9		7.7 7.6 1.4 11.4 6.4	7.9 1.1 8.4 5.2 4.7	2.3 0.5 0.4 2.7 2.6	18.9 17.3 21.6 32.1 37.4	85.5 105.6 96.9 69.0 101.6		29 68 21 70 -5	19.0 -6.3 2.7 11.8 -0.8
Federated Mut. Implement Frenkennuth Mutual. General Mutual (N.Y.). Granp Dealers Mutual. Grange Insurance	2.753 1.004 747 1.319 661	1,378 452 243 575 230	2,732 977 814 1,334 777	\$3.4 71.9 66.8 57.5 58.0	9.8 9.1 10.7 14.0 9.9	81.0 77.5 71.5	0.4 23.6 11.1 11.8 5.8	14.6 4.5 4.8 8.7 1.7	9.1 3.6 4.3 6.6 13.3	2.5 9.2 1.6 2.7 1.3	26.6 31.9 24.8 32.8 22.1	112.9	1	74 35 -2 63 01	10.0 -13.8 -0.3 -4.7 13.3
Grange Motuel Casualty. Hardware Group (Wis.). Harleysville Vatual Cas. Herstepe Vatual Home Mutual Ins. (Wis.).	3,825 11,855 5,024 666 870	1,108 3,905 2,103 210 285	3,640 11,823 5,138 637 925		10.2 12.6 12.6 12.0 7.5	72.1 66.1 78.9	11.6 0.3 20.2 17.9 30.3	5.4 18.6 6.7 7.6 0.1	1.9 5.4 1.0 5.1 4.1	0.5 3.0 1.7 0.5 1.3		101.2 99.4 95.7 110.0 101.6	2	89 69 57 72 23	-5.2 9.6 5.6 -11.4 -2.5
Horace Mann Mutual Indiana Luntercens Interboro Mutual Ind Iowa Mutual Insurance Iowa Astional Mutual	844 2,457 538 1,132 3,004	221 1,001 174 224 1,117	836 2 439 313 1,332 3,567	77.2 61.2 48.6 56.4 55.5	19.0 17.8 11.6 11.4 7.4	79.0 60.2 67.8	3.3	15.2 5.2 3.8 2.1 4.2	2.6 9.3 6.2 6.2 11.0	2.7 2.7 4.1 3.2 3.1	23.7 36.1 17.4 29.9 34.1		-3	68 177 22 90	-20.1 -15.4 22.5 6.7 8.7
Jamestown Mutual Kenturky Farm Bureau Liberty Mutual Group Lunderrens Mutual Cas Lunderrens Mutual Ins	1,130 1,167 29,958 17,630 797	527 305 8,646 4,564 358	1,171 1,165 36,803 17,777 853	61.4 63.2 51.5 40.1 58.6	16.2 9.6 10.2 12.5 13.3	72.8 61.7 60.6	6.4 14.2	3.4 6.7 11.5 7.1 4.5	5.8 2.2 4.5 5.0 9.5	3.6 0.5 3.3 2.8 3.0	17.6 19.3 29.1	90.6 81.0 89.7	6.0		9.4 19.5 10.5 -5.3
Members Mutual Insurance Merchants Metual Ins Meridien Macual Ins MFA Matual. Michagan Millers Mutual.	693 5,435 2,033 5,528 1,034	352 1,615 807 1,507 459	5,662 2,143 5,310 900	62.1 62.1 63.4 49.2 62.4	12.9 9.6 12.6 6.7 18.3	71.7 76.0 55.9	14.6 19.5 11.2	4.3 2.9 8.8 11.4 6.7	9.1 5.1 3.0 0.2 5.4	1.4 3.1 1.1 2.3 1.6	25.7 32.4 28.1	97.4 103.4 84.0	-1	58 103 146 115 189	9.0 3.6 -6.8 15.2 -19.7
Michigan Mutual Liab Milbank Mutual Milbers Motual (Texas) Milbankee Automobile Motorists Matual Ins	5,005 774 827 1,447 3,002	1,921 248 395 554 1,166	5,069 715 873 1,430 2,923	74.1	10.6	69.4 64.9	15.7 17.6 32.2	8.6 8.6 4.7	4.8 0.7 6.4 1.1 4.8	1.7 2.6 2.4 0.7 1.2	31.1	103.2 105.5 118.9	-:	\$5 46 11 276 85	1.1 -6.4 1.2 -19.3 -2.9
Mutual Service Casualty. National Grange Mutual. National Mutual (Orio). Nationale Mutual Ios. North Carolina Farm.	2,236 4,655 531 42,284 617	622 3.649 120 9.018 189	2,335 4,659 559 44,599 589	65.6	12.2 11.8 13.0	61.6	13.5 11.7 7.2	9.2 3.6 6.9 9.0 8.9	7.4	1.4 2.9 2.2 2.9 2.2	25.1 34.2 26.5	89.7 111.6 101.9		219 179 -56 223 209	.9.3 10.3 .9.9 .0.5 35.4
Northwestern Mutual Oklahoma Farn Bureau Pa. Astronal Mutual Cas. Preferred Hisk Mutual Prudence Mutual Casualty	4.979 669 49371 2.431 832	2.127 167 1.432 197 287	5,136 664 4,454 3,283 832	55.7 62.5 58.4 50.5 49.6	16.5	73.2 74.9 58.2	6.3 18.5 -1.6	5.0 7.8 2.3 7.8 4.0	10.5 13.4	2.2 1.1 2.3 3.7 0.2	33.6 23.3	89.6 103.5 81.5		68 68 68 804 77	4.8 10.2 ·7.8 21.5 9.3
Public Service Mutual Bookland Mutual (Mars.). Security Mutual Casualty Shelly Mutual State Automobile Mutual.	1,502 1,312 3,852 4,728 4,334	672 412 1,372 1,284	1.450 1.342 3.443 4.707 6.272	35.5 38.5 40.1 58.8 50.6	12.1 12.0 2.1 12.8	47.6 50.5 42.2	31.5 15.0 19.0	10.2	3.8	0.7	18.1 30.8	97.7 60.3 102.4	1:	36 t 30 579 121	25.1 2.3 40.0 ·2.6 2.3
State Farm Mutual Auto Tenn. Farmers Mut. Ins Utica Matual Insurance Western Mutual Insurance Over \$500,600859	97,942 1,192 6,636 704 \$367,184	27,293 300 2,603 293 \$110,056	94.568 1.189 6.959 691 \$372,200	53.7	17.4 12.8 12.3	57.6 71.1 64.4	$\begin{array}{c} 6.2 \\ 14.1 \\ 21.3 \\ 7.9 \end{array}$	6.3 3.0 8.9 9.1	6.1	3.6	15.3 27.6 40.6	72.8 98.7 105.0 96.8	\$ 13.	322 130 -30	27.1 27.1 1.9 5.7
\$250,000 \$500,000(40) \$100,000 \$250,000(32) Under \$100,000(30) \$250,000(30)	13, 185 6, 058 1, 007	4, 023 1, 910 331 \$116, 350	14,277 6,252 956	57.4 56.9 70.5	13.0	70.5 68.7 86.8	13.0 11.5 10.8	7.7	5.6	2.1	28.6 30.4 28.7	99.0 99.1 115.5		286 110 164	2.0 1.8 -17.2 3.4

201; BEST'S FIRE & CASUALTY AGGREGATES & AVERAGES

JOHN J. GALGAY Chief, New York Office

		BY LIN	E UNDER	TIAW	ING	EXPER	IENCE.	MU	TUAL						
NAME OF COMPANY	Promise Walter	Uncorned Francons	1	Lener I	44.	Lener Lener Lener Lener Lener	Commi.	Other Acq Incid	Con.	1	forei	Comband Loss Lisp.	Professional Lens	'C.	
			AU	TO	COL	LIS									
Ala, form Bur, Mut, Cas, Alliance Notual Casualty Allief Assiran Watual, Allied Mutual Inscrance, Assiran Family Mutual.	\$ 1.590 1.272 1.235 2.248 6.475	\$ 597 430 562 936 1,851	\$ 1.580 1.256 1.270 2.263 6.427	\$5.6 54.5 56.6 40.8 47.0	6.2 9.8 6.7 7.8 11.1	61.8 61.3 65.3 48.6 -8.1	22.1 5.1 22.4 10.3	8.3 3.6 13.3 2.9 2.5	5.0 4.1 6.2 3.9 4.2	0.5 1.7 2.5 2.6 1.6	13.7 31.5 27.1 31.8 18.6	75.5 95.8 92.4 80.4 16.7	\$ 385 47 165 410 1,490	21.4 3.6 8.3 19.9 23.2	
Acerican Hardware Mutual Acerican Wanufacturers Acerican Vatual Liab Atlantic Matual Inc Auto-Oeners Insurance	1,304 834 2,497 932 5,763	535 140 835 401 2,237	1,320 885 2,358 876 5,784	43.6 41.7 57.2 48.1 50.3	7.3 6.5 7.6 4.7 5.4	50.9 48.2 64.6 52.8 55.7	0.1 13.6 1.6 15.2 22.4	19.6 6.4 14.5 8.6 5.9	6.2 4.5 6.6 10.2 5.2	2.7 2.3 3.4 2.8 1.4	28.6 27.0 29.1 37.0 34.9	79.5 75.2 93.9 89.8 90.6	275 234 101 69 553	20.9 25.4 4.3 9 9.6	
Bankers Mutual (D.C.) Beacon Mutual Indennity. Beckshire Mutual Insurance. Celina Mutual Insurance. Central Mutual Insurance	804 768 1.133 1,227 2.311	165 251 606 517 1,375	809' 794 1,269 1,304 2,199	38.4 49.0 62.9 35.9 38.6		45.8 54.0 70.8 43.7 47.0	23.8 23.6 22.7 20.3	3.3 10.1 5.1 6.3 8.7	3.1 2.1 5.1 9.0 5.7	1.9 1.1 2.7 1.9 2.3	64.1 37.1 38.5 39.9 37.0	109.9 96.1 109.3 83.6 84.0	-78 29 -66 243 311	-9.6 3.6 -5.2 15.7	
Citizens' Mut.Ins. (Mich) Country Mutual Insurance Employers Mutual Cas Employers Mutual Lisb Factory Mutual Lisbility	3.612 6.838 3.234 3.523 4.492	1,276 2,383 602 1,590 1,926	3,516 8,753 4,472 3,454 4,380	55.4 54.8 52.3 52.3 43.9	10.2 11.5 8.4 6.7 7.3	65.6 66.3 60.7 59.0 51.2	22.7 3.1 15.7 3.4	6.9 5.6 2.6 13.4 10.6	2.8 1.8 8.1 2.8 5.4	0.4 0.4 3.4 1.8 3.2	32.8 10.9 29.8 21.4 19.2	98.4 77.2 90.5 80.4 70.4	1,990 792 661 1,274	0.9 22.7 11.7 19.1 29.1	
Fore Bureau Mut. (Ind.). Farm Bureau Mut. (Iowa). Farm Bureau Mut. (M.n.) Farm Bureau Mut. (Mich.) Federated Mut. Implement	3.401 1.877 2.511 1.228 1.657	363 103 783 313 820	4,121 2,515 2,799 1,201 1,619	61.5 59.0 61.6 61.3 52.1	11.1 9.0 8.1 9.7 6.1	72.6 68.0 70.1 71.0 58.2	-6.0 1.4 7.5 11.2	10.6 7.7 7.6 1.4 17.2	3.1 7.8 1.1 8.4 9.7	1.0 2.3 0.5 0.4 2.5	8.7 19.2 16.7 21.4 29.4	81.3 87.2 87.1 92.4 87.6	833 447 355 86 195	20.2 12.7 12.7 12.1	
Frankennuth Mutual Grain Dealers Mutual Grange Mutual Cosualty. Hardwine Group (Nis.). Harleysville Mutual Cos.	1,373 1,262 5,151 9,205 1,532	559 631 1.497 3.329 709	1,396 1,215 4,979 9,061 1,179	46.4 12.6 60.4 57.7	6.2 8.6 4.2 5.6 18.7	54.4 55.0 76.8 66.2 76.4	23.5 17.4 11.7 -0.5	4.4 7.9 5.3 16.5 15.5	3.6 6.3 1.8 4.0 2.3	0.2 2.6 0.4 2.5 3.4	31.7 31.2 19.2 23.0 20.7	65.1 89.2 96.0 89.2 97.1	201 129 166 914 -38	14.4 10.4 3.3 10.4 -3.2	
Harleysville Matual Ins. Heritage Matual Fire Holyoke Matual Fire Home Matual Ins. (P.s.) Horace Mana Mutual	883 784 1,499 990 1,386	34 249 774 373 369	1,934 745 1,503 1,630 1,350	46.8 47.7 44.8 43.5 54.7	-0.2 8.5 5.6 5.3 10.8		35.8 17.9 25.0 32.2 3.2	0.8 7.6 1.8 0.2 15.0	0.1 5.1 5.0 4.2 2.5	0.3 0.5 1.8 1.2 2.6	37.0 31.1 33.6 37.8 23.3	83.6 87.3 84.0 86.6 88.8	706 82 243 157 143	36.5 11.1 15.1 15.1 16.6	
Indiana Lusbermens Iowa National Mutual Kentucky Iara Bureau. Liberty Matual Group. Luchermens Mutual Cas	1,287 2,219 944 15,432 10,909	100 849 245 5.418 3.741	2,209 2,693 948 15,666 10,782	53.7 47.8 49.6 59.8 41.0	6.1 3.6 8.1	64.6 53.9 53.2 67.9 51.3	2.3 19.2 6.4 15.1	9.0 3.4 6.0 22.1 6.9	14.8 8.1 1.5 5.4 4.8	4.6 3.0 0.3 3.0 2.4	30.7 33.7 16.2 30.5 29.2	95.3 81.6 69.4 96.4 80.5	386 475 287 308 2,074	17.5 17.6 30.3 2.0 19.2	
Lumberners Mutual Ins Members Mutual Insurance Meridiants Mutual Ins META Mutual Ins	784 1.189 2.541 2.307 4.664	416 612 1.018 991 1.406	812 1.091 2.343 2.433 4.535	45.6 51.3 61.0 49.2 59.3		54.2 61.9 65.7 57.0 67.1	19.8 16.2 20.1 11.2	4.5 4.3 2.7 8.4 14.3	13.0 9.2 4.7 2.9 0.2	2.6 1.4 2.4 1.1 2.4	39.9 14.9 26.0 32.5 28.1	94.1 76.8 91.7 89.5 95.2	59 239 143 293 162	6.1	
Michigan Millers Mutual. Michigan Matual Liab Middlesex Mutual Fire Millank Watual Millers Mutual (Texas).	1,153 3,599 1,779 60; 843	508 1.639 920 284 307	1,151 3,530 1,761 775 888	50.0 63.4 44.8 59.9 42.1	7.3 12.1 6.6 8.4 7.7	57.3 75.5 51.4. 68.3 49.6	22.5 9.2 25.0 15.7 18.7	6.7 9.9 1.8 8.2 4.7	5.3 4.2 5.0 0.7 6.2	1.6 1.3 1.8 2.5 2.1	36.1 24.6 33.6 27.1 31.7	93.4 100.1 85.0 95.4 81.5	75 -18 269 27 179	6.5 -0.5 15.1 3.5 20.1	
Milwaukee Automobile, Motoriets Matual Ins Matual Service Casualty. National Granne Matual Nationalde Mutual Ins	1,521 3,242 2,283 3,292 36,374	571 1,215 592 1,353 6,876	1,486 3,131 2,363 3,232 38,482	51.0 45.2 55.6 56.0 56.1	6.2 9.7 8.8	57.6 51.4 65.3 64.8 62.4	32.2 16.0 11.1 13.8 7.7	5.1 9.2 3.6 9.5	1.0 3.5 5.7 5.1 7.9	0.7 1.1 1.6 2.5 2.3		91.5 17.1 92.9 89.8 89.8	115 687 191 214 4.520		
Northwestern Mutual Oblehous Farm Bureau Pastucket Mutual Pa. National Mutual Cas. Pa. National Mutual Ins.	4,891 1,392 762 1,675 1,113	2.118 344 459 859 114	4.899 1.376 767 1.027 1.730	44.6	9.1	46.6 71.5 53.9 68.4 72.3	19.0 6.5 24.6 6.7 35.0	5.0 7.8 3.8 3.8	5.9 1.2 5.5 11.4	2.1 1.1 2.4 3.3	32.0 16.6 36.3 25.2 35.0	78.6 88.1 90.2 93.6 107.3	1,052 162 77 - 99	11.7	
Preferred Bisk Mutual Progressive Mutual Ins Quincy Mutual Fire Security Mutual Casualty Shelby Mutual.	2.110 759 1,243 2,363 3,273	177 285 663 1.173 1.021	2,832 6:0 1,228 1,583 3,192	51.3 54.7 47.6 52.2 49.4	10.8 4.6 5.7 3.7 8.6	59.3 53.3 55.9	-2.9 16.5 24.9 27.3 18.3	7.7 11.6 3.4 1.9 5.7	13.3 1.2 3.3 0.4 3.8	3.8 2.5 2.1 0.7 2.4	21.9 33.8 33.7 30.3 30.2	84.0 93.1 87.0 86.2 88.2	613 97 155 -18 352	21.6 11.2 12.6 -1.1 11.0	
State Autosobile Mutual. State Larn Mutual Auto Trin. Fatters Mut. Ins Utica Mutual Insurance Worrester Mutual Fire	4,166 124,537 951 2,992 890	1,197 43,575 249 1,390 421	5,832 120,776 924 2,681 937	45.6 60.3 46.5 42.8 44.2	6.6	55.5 73.1 17.6 49.4 49.8	13.3 1.6 7.5 12.9 21.5	4.1 11.7 1.9 3.7 5.3	5.1 3.4 0.1 6.6 5.6	1.9	24.4 19.5 10.5 25.8 35.0	79.9 92.6 58.3 75.2 84.8	1,552 8,100 363 695 159	2:.1 6.7 41.4 24.1 15.9	
Oser \$750,000	1339,906 14,019 16,621 6,455 2,283 1379,484	\$113,272 4,502 6,520 2,672 991 \$128,366	\$142,872 13,688 16,993 6,682 2,369 \$382,624	55.7 56.2 55.0 52.2 51.2 55.6	9.5 8.9 7.6 6.3 9.3	65.2 65.1 62.8 60.5	7.4 15.0 17.6 15.3 17.1 8.4	9.8 6.2 6.4 6.3 7.7 9.4	4.5 5.7 5.3 6.7 8.3	2.3 2.7 1.8 2.1 2.4 2.3	24.0 29.1 31.1 30.7 35.5 24.7	89.2 91.2 93.9 91.2 96.0 89.7	\$ 37,758 696 1,088 655 135 \$ 40,332		

^{..} Last three 000 painted.

BEST'S FIRE & CASUALTY AGGREGATES & AVERAGES

^{*} Statutory P. D. Liabelity.;

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W.W.Ellis/jgr

encl.

Secretary

Miculal 12-21-64/11/13.

APPILIATES OF ATNA LIFE INSURANCE COMPANY

BY LINE UNDERWRITING EXPERIENCE-MUTUAL

NAME OF COMPANY	Promises Minister	P	*****	Le	() ()	Lorent Lo	(Other Arg	6.00 6.00 100 d	1::2	Under- Under- Sere Inc d	Combined Loss & Lop. & also	Urden.	10
		OTUA	FIRE.	THE	17 6	CON	PREH	ENSI	VE					
Ala. Farm Her. Mut. Cas. Alliance Metual Casualty Allied Accrican Metual., Allied Metual Insurance. American Family Mutual.	\$ 759 1.199 £36 1.610 4.019	\$ 277 417 324 701 1,237	1.157 . 883 1.637	56.6 61.7 48.4 53.4 66.7		63.2 69.9 55.9 58.3 81.2	.0.1 22.3 4.6 22.5 8.0	8.2 3.6 14.0 4.2 4.1	4.9 4.4 6.5 6.1 4.0	0.5 1.8 2.6 2.6 1.7	13.5 32.1 27.9 35.4 17.8	76.7 102.0 83.8 93.7 99.0	\$ 171 -37 156 103 17	23.0 -3.2 17.7 6.3 0.4
American Hardware Mutual American Mutual Lish Atlantic Mutual Ins Automobile Mutual Ins Auto-Owners Insurance	1,008 1,292 519 2,559 3,579	397 743 240 1,109 1,626	1,173 521 2,316		5.4 5.8 11.3 11.9 12.6	49.0 53.1 50.5 41.1 64.7	-0.5 6.8 15.4	19.4 14.6 8.7 12.4 5.9	7.5 7.1 10.2 6.4 5.2	3.0 3.5 3.0 3.1 1.4	29.4 32.0 37.3 21.9 35.1	78.4 85.1 87.8 66.0 99.8	224 137 53 841 10	21.9 11.7 10.2 33.6 0.3
Celina Motual Insurance. Central Motual Insurance Citizens' Mot. Ins (Mich) Country Motual Insurance Empire Motual (N.Y.)	681 1.349 1.970 2.719 569	171 267 737 722 274	1.283 1.932 2.705	56.8 49.5 61.7 42.8 37.3	6.2 6.3 1.5 15.1 5.2	63.0 55.7 63.2 57.9 42.5	23.9 20.5 23.5 3.1 16.2	6.3 8.7 7.1 5.6 1.4	9.0 6.1 3.0 4.0 4.9	1.9 2.5 0.4 0.5 3.1	41.1 37.8 31.0 13.2 25.6	104.1 93.5 97.2 71.1 68.1	-17 58 48 779 146	-2.5 4.5 2.5 28.8 28.8
Employers Metual Cas Employers Metual Liab Form Bureau Mut. (Ind. & Form Bureau Mut. (10+a). Form Bureau Mut. (Kan.).	2.364 2.153 1.034 977 1.420	412 912 119 -48 402	1,239	53.6 55.4 68.1 51.3 04.7	8.3 6.3 11.6 4.9 8.9	61.9 61.7 79.7 56.2 113.6	15.6 3.0 -4.5 1.4 7.6	2.6 22.6 10.7 7.6 7.6	8.5 3.3 3.1 7.8 1.1	3.4 2.1 1.0 2.3 0.7	30.1 31.0 10.3 19.1 17.0	92.0 92.7 90.0 75.3 130.6	530 147 159 385 -433	16.3 6.9 11.9 29.5 -30.9
Farm Bureau Mut. (Mich.) Federated Mut. Implement Frankeneuth Mutual Grain Italiers Mutual Grange Mutual Casualty	530 1.535 759 830 1.887	151 616 366 271 587	1.550 717 819	69.1 51.9 48.8 45.7 69.1	10.2 5.2 5.9 5.3 3.3	79.3 60.1 54.7 51.0 72.4	11.2 -0.1 23.6 17.2 11.0	1.4 18.6 4.4 7.8 5.4	8.4 8.6 3.6 6.5 1.9	0.4 2.6 0.2 2.7 0.6	21.4 29.7 31.8 31.2 18.9	100.7 89.8 86.5 85.2 91.3	6 163 63 117 140	-1.2 10.3 11.6 14.3 7.8
Hardware Group (Wis.) Harleysville Mutual Caz. Holyole Mutual Fire Home Mutual Ins. (Wis.). Horace Mann Mutual	6.163 838 682 588 743	2,218 386 316 124 199	6,067 645 664 622 722	59.3 49.6 46.3 48.1 10.4	10.4 32.2 5.6 6.3 8.1	69.7 81.8 52.1 51.4 78.5	-0.7 25.0 27.8 3.2	21.1 18.4 1.6 0.1 14.9	6.6 0.5 5.0 3.7 2.5	2.8 3.5 1.8 1.5 2.7	30.5 21.7 33.6 33.1 23.3	100.2 103.5 65.7 67.5 101.8	-39 -65 99 89 -18	-0.6 -10.6 14.4 14.3
Indiana Lumbermens Iowa Mutuai Insurance Iowa Matuai Insurance Le Mara Mutual Liberty Mutual Group	809 581 1.601 678 9.074	-100 314 601 298 3,763	1,388 698 1,918 674 9,475	52.5 50.5 53.6 52.1 53.9	5.3 7.3 1.3 6.0	59.7 55.8 66.9 56.4 59.9	2.3 17.9 20.1 24.7	8.8 2.5 3.4 0.1 22.6	16.8 6.3 8.5 4.7 7.1	4.7 3.1 3.1 2.1 3.1	32.6 29.8 35.1 31.6 32.8	92.3 85.6 96.0 88.0 92.7	296 135 187 80 826	21.1 19.4 9.1 11.4 8.1
Lumbersons Natural Cas Members Natural Insurance Merchants Natural Ins Meridian Natural MFA Natural	6,305 877 1,155 1,271 2,869	2,141 446 455 563 911	6.260 7.89 1.071 1.319 2.698	45.4 58.5 51.7 65.7 81.0	8.3 4.4 8.4 10.0 8.3	53.7 62.9 63.1 75.7 89.3	15.1 16.0 20.2 11.2	6.9 4.3 5.3 8.5 14.4	5.0 9.1 4.7 2.9 0.2	2.4 1.4 2.5 1.1 2.4	29.4 14.8 29.5 32.7 28.2	91.6 108.4 117.5	1,640 163 67 -96 -518	
Michigan Millers Mutual. Michigan Mutual Liab Middleses Watual Fire Millens Vatual Millers Mutual (Texas)	668 2,375 E10 640 693	1,003 378 103 433	2,375 812 625 685	47.4 48.2 46.3 76.4 42.6	6.8 8.6 3.6 5.8 4.6	54.2 57.0 49.9 82.2 47.2	22.5 9.2 25.0 15.6 16.7	6.7 10.6 1.8 10.3 4.7	5.4 4.3 5.0 0.8 6.4	1.6 1.2 1.8 2.7 2.1	36.2 25.3 3×6 19.6 31.9	62.3 83.5 111.8 79.1	64 421 134 -78 140	17. 16. -12.
Milwauker Automobile Motorists Mutual Mutual Service Casualty. National Grange Mutual. Nationwide Mutual Fire.	864 1,426 1,469 1,366 1,742	356 539 387 590 64	845 1,401 1,552 1,343 3,233	54.9 51.1 51.9 55.5 55.4	11.4	60.9 62.5 54.7 63.5 55.4	32.2 16.0 11.0 14.4 42.6	8.3 29.2 3.6	0.7 6.5 5.7 5.1	1.1 1.2 1.6 2.5		94.9 94.5 82.2 89.1 98.0	30 69 300 136 701	19. 10.
Nationwide Mutual Ins Northwestern Mutual Oklahoma Iarm Bureau Pa. National Mutual Cas. Pa. National Mutual Ins.	14.937 3.312 £36 £17 535	3,531 1,312 210 411 46	13,628 3,464 626 517 823	57.3 50.1 64.8 41.6 52.2	6.6 2.4 16.2 13.1 6.6	63.9 53.5 81.0 54.7 52.8	4.7 22.4 6.3 6.4 35.0	10.2 4.9 7.8 3.8	7.3 5.9 1.2 10.2	2.7 2.3 1.1 3.6	35.5	88.8 88.0 97.4 79.2 87.8	1.275 472 26 34 202	13. 2. 6.
Preferred Risk Mutual Quincy Mutual Fire Shelly Mutual State Autombile Mutual. State Farm Mutual Auto Utica Mutual Insurance. Restern Vatual Insurance	1,525 509 1,666 2,512 72,653 1,654 611	130 215 465 755 18,642 170 269	2,019 502 1,623 3,438 70,319 1,633 605	55.0 46.9 52.6 50.6 64.1 47.6 42.4	2.6 2.9 8.4 19.1 12.8 12.8	51.8 61.0 60.1 76.9 55.5 55.2	24.9 19.6 11.1 1.4 13.9 23.3	7.7 3.4 5.6 5.5 11.9 4.6 8.9	6.9	3.6 2.1 2.3 1.9 2.6 2.7 3.6	33.7 31.2 32.3 19.6 33.3 42.7	96.5 88.8 97.9	567 76 112 576 2.017 179 16	14. 6. 16. 2. 10.
Over \$500,050. (64) \$250,000 \$500,000. (36) \$100,000 \$250,000. (63) Lader \$100,000. (67) CRAND TOTALS. (230)	\$105,114 12,662 10,720 2,227 \$211,163	412	13,472 10,971 2,117 \$214,100	51.7 51.7 53.6 57.5	6.5	58.2 59.0	16.6 16.6 15.6	6.9	6.2	2.0	31.2 30.9 34.6	89.4 89.9 95.0	1,690 1,333 16	12 12 7

BEST'S FIRE & CASUALTY AGGREGATES & AVERAGES

TRANSCRIPT OF ORAL ARGUMENT BEFORE CLARIE, J., NOVEMBER 22, 1971, PAGE 52

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. of minutes to respond?

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THE COURT: There was one counsel, I think
Attorney Warden, who has raised a point that the
Court was going to inquire of you. In what deposition, and in what disclosure or interrogatory
did this new information come to your attention,
and on what basis?

MR. SAGARIN: Your Honor, what we were claiming, and the information which I have advised the Court, is not in a single document. It is in a cross-reference as to what the person said on the stand, in deposition, and as to what happened.

We have complained in the substituted consolidated complaint of a pattern of behavior which we say violates the antitrust laws.

Now, we have, in addition to an overall conspiracy, which may be more difficult to prove, because frankly we have no evidence, there is nowhere that we are going to get any -- that seven of the insurance companies sat down and said "Do not buy from the Plaintiff."

We don't have that evidence.

THE COURT: Why wasn't this amendment filed in '687 There is no new discovery, according to adversary counsel, since then. You knew everything

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OFFICIAL COURT SET STEE

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

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MODERN HOME INSTITUTE, INC. ROMAC RESOURCES, INC.

VS.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

ANSWER TO INTERROGATORIES OF DEFENDANTS THE TRAVELERS INSURANCE COMPANY AND THE TRAVELERS INDEMNITY COMPANY TO PLAINTIFFS' SUBSTITUTED CONSOLIDATED COMPLAINT

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J. DAN

UNITED STATES DISTRICT COURT DISTRICT OF CONNECTICUT

MODERN HOME INSTITUTE, INC. ROMAC RESOURCES, INC.

Plaintiffs

Consolidated Civil Action Nos. 11386 and 11464

V.

HARTFORD ACCIDENT AND INDEMNITY COMPANY, ET ALS,

Defendants

ANSWER TO INTERROGATORIES OF DEFENDANTS THE TRAVELERS INSURANCE COMPANY AND THE TRAVELERS INDEMNITY COMPANY TO PLAINTIFFS' SUBSTITUTED CONSOLIDATED COMPLAINT

SET NO. 1

- With regard to paragraph 22, state each and every action of combination and conspiracy in unreasonable restraint of trade allegedly engaged in amongst the defendants against the plaintiffs.
- A. With regard to paragraph 22 and with regard to the other combination and conspiracy allegations in the complaint, plaintiffs will show that the defendant, The Travelers Insurance Company, and The Travelers Indemnity Company, entered into Agreements with their independent agents pursuant to which the defendant companies agreed that the ownership of expiration dates were the property of the independent agents. These agreements were both in written form as contained in the standard independent agents' contracts as provided by the defendants to the plaintiffs and as part of a "basic tenet" of the American Independent Agencies System to which the defendant companies subscribed. While plaintiffs make no claim

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that those agreements as applied solely between a particular independent agent and The Travelers companies, are unlawful. Plaintiffs do claim that to the extent those agreements were used as a basis for eliminating plaintiffs as a competitor in the development of expiration dates or for preventing plaintiffs from making substantial entry into the field of developing expiration dates. They constitute agreements, conspiracy and combinations in restraint of trade. In addition, The Travelers companies became part of an agreement, combination and conspiracy in restraint of trade with the other agency insurance company by excluding plaintiffs from marketing their expiration dates to independent agency insurance companies, including the defendants and by generating bad will in the industry against plaintiffs' plans to sell expiration dates. As to claims of actions of other defendants, please see the answers to the respective defendants' interrogatories.

- 2. In answering to the foregoing interrogatory support said answers by naming:
 - a. the specific instances of such activity;
- A. As to the entering into of agreements with independent insurance agents concerning expiration dates, please refer to the standard agency agreement between the Traveler companies and independent agents as provided in response to plaintiffs' interrogatories. In addition, the defendant, Travelers insurance companies subscribed to the "principals of the American Agencies System which as applied to plaintiff and as described in the answer to question one above constituted a restraint of trade as interpreted by the

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BRIDGEPORT, CONN. 06603

defendant, the Travelers companies (see deposition of Virgil P. Roby, pages 5007 et seq.).

In furtherance of the agreement, conspiracy and combination in restraint of trade on June 25, 1962 the Travelers companies acting through V. V. Roby, Vice-President, instructed its managers in the casualty fire agency department to send a letter to its agents country-wide, concerning plaintiffs potential expiration dates for sale. The letter to be sent was virtually identical to the letter sent by the Hartford Company to their agents. Plaintiff believes this action was part of an agreement expressed or implied among the agency companies to create an atmosphere in the industry which would prevent plaintiffs from marketing their lists of expiration dates. Plaintiffs also believe the similarity in wording of the letters and the use of the Hartford letter as a model for the Travelers letter is evidence of such express agreement.

On July 5, 1962, L.S. Crossley, or others acting on behalf of Mr. Crossley, followed the instructions from Mr. Roby and sent a letter to its producers concerning plaintiffs' potential sale of expiration dates.

As to specific instances of activity of other defendants, please see the other answers to co-defendants' interrogatories.

If the answers in such interrogatories are not sufficiently clear, plaintiffs will amend the response to Travelers interrogatories.

In all instances, as a matter of expediency and clarity,
plaintiffs have attempted to answer each defendant's interrogatories
as they apply to that defendant.

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- (b) the specific manner in which the defendants engaged in such activity:
 - A. See answer to 2.a.
 - (c) the specific dates thereto:
 - A. See answer to 2.a.
- (d) the particular defendants and particular individuals involved; and
 - A. See answer to 2.a.
- (e) identify any and all written documents, memoranda and correspondence emanating therefrom.
- A. 1. copies of the standard agency agreements, Traveler Insurance Companies and the other independent agents as provided to plaintiffs by the defendant through counsel.
- 2. The letter of June 25, 1962 from V. V. Roby to the managers of the casualty fire agency department together with the one page attachment bearing the legend to all _____ group agents, and hereto identified as Travelers P3 for identification in the depositions of March 28, 1972.
- 3. A letter of July 5, 1962 from L. F. Crossley to producers, a copy of which has been marked Exhibit 57 in the depositions.
- 4. A copy of letter dated May 18, 1962 to Robert D'Arpa from John R.Coakley.

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- 3. With regard to paragraph 23, set forth each and every act amongst the defendants which allegedly were either entered into, or had the effect of, eliminating and suppressing competition amongst themselves, insulating themselves from competition, and restraining the plaintiffs from marketing, selling, or otherwise dealing in such lists of names and "X dates".
- A. As to the Travelers Insurance Company, see answers to paragraphs one and two. As to the other defendants, see the answers to interrogatories promulgated by the other defendants. To repeat, the extension interpretation of the expiration date ownership clause of the agency contracts so as to prevent competition by the plaintiffs in the sale of expiration dates, constitutes an act in restraint of trade. In addition, the sending of the aforementioned letters to the producers and to the group managers. Finally, the joining of Travelers in an agreement not to purchase plaintiffs expiration dates whether as a result of pressure from the agents or as a result of actions taken by other defendant insurance companies as more particularly stated in the answers to other interrogatories had the effect described in paragraph 23 of the Amended Substituted Consolidated Complaint.
- 4. In answering to the foregoing interrogatory support said answers by naming:
 - a. the specific instances of such activity;
 - A. See answer to interrogatory two above.
- b. the specific manner in which the defendants engaged in such activity;
- A. See answer to interrogatory two above. By mailing the aforementioned letters, by reaching a decision not to purchase expiration dates from the plaintiff which decision was not made unilaterally, but was made interdependently with the other insur-

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ance agency companies and was made in response to and part of a scheme of pressure and response to pressure, to prevent plaintiffs from competing in the sale and marketing of expiration dates as described in paragraph 23; by entering into contracts with independent agents which contain clauses which were intended to and interpreted to foreclose new entrants into the field of developing and marketing of expiration dates in competition with the independent agents.

- c. the specific dates thereto:
- A. See asswer to interrogatory two.
- d. the particular defendants and particular individuals involved; and
- A. The answers herein apply to the defendants' Travelers
 Insurance Company, the other acts of other defendants are more
 particularly described and answers to those particular defendants
 interrogatories.
- 5. With regard to paragraph 24, state each and every act amongst the defendants by which they allegedly arbitrarily, intentionally, unreasonably and wrongfully refused to deal with the plaintiffs by way of boycotting, coercing and intimidating them; made, issued and circulated and caused to be made, issued and circulated injurious statements concerning the plaintiffs, in the insurance trade in the State of Connecticut and elsewhere throughout the United States; caused and instigated numerous injurious rumors concerning the plaintiffs to be widely circulated in the insurance trade; and caused, directly and indirectly, the issuance of adverse publicity injurious to the plaintiffs' business.

J. DANIEL SAGARIN ATTORNEY AT LAW SUITE 911 - 655 MAIN STREE BRIDGEPORT, CONN 06603 A. As to the defendant the Travelers Company, see the answers to paragraphs to interrogatories two and four and in particular please refer to the letter of July 5, 1962 herein before mentioned sent to the Travelers producers and to the Travelers Internal Memorandum of June 25, 1962. As to the other defendants see the answers to the respective interrogatories.

- 6. In answering to the foregoing interrogatory support said answers by naming:
 - (a) The pecific instances of such activity:
 - A. See the answer to interrogatories two (a) and four (a).
- (b) The specific manner in which the defendants engaged in such activity;
 - A. See the answers to interrogatories two (b) and four (b).
 - (c) The specific dates thereto;
 - A. See the answers to paragraphs two (c) and four (c)
- (d) The particular defendants and particular individuals involved;
 - A. See the paragraphs two (d) and four (d)
- (e) ide:.tify any and all written documents, memoranda and correspondence emanating therefrom.
 - A. See the paragraphs to two (e) and four (e)
- 7. With regard to paragraph 25, state each and every act amongst the defendants by which they allegedly engaged in a course of deliberately interdependent consciously parallel action in refusing to deal with plaintiffs.
- A. Each of the defendant Agency Companies refuse to purchase expiration dates from the plaintiffs in accordance with a scheme to and as a result of a plan that no independent Agency Company should purchase expiration dates from the plaintiff. Pursuant to this plan the defendant the Travelers Insurance Companies sent a

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letter to its producers virtually identical to the letter sent by the Hartford Companies to its producers which letter has previously been identified in earlier answers to interrogatories. The effect of all of the defendants actions taken separately and wholly was to create an atmosphere and a market in which plaintiffs were unable to sell expiration dates. The expiration dates if purchased by one of the agency companies would have provided that company with a substantial competitive advantage over the other agency companies. Therefore, it was essential that any decision not to purchase plaintiffs expiration dates be made not only unilaterally but in such a manner as to prevent other agency companies from purchasing the expiration dates from plaintiffs. The scheme of pressure conducted by and through the Connecticut Association of Independant Agents and other agents throughout the country resulted in the defendant agency companies all determining not to purchase expiration dates from plaintiffs on a non-unilateral basis.

- 8. In answering to the foregoing interrogatory support said answers by naming:
 - (a) the specific instances of such activity;
 - A. See answer to 2. (a) and 4. (a)
- (b) the specific manner in which the defendants engaged in such activity;
 - A. See answers to 2. (b) and 4: (b)

J. DANIEL SAGARIN ATTORNEY AT LAW SUITE 911 - 655 MAIN STREET BRIDGEPORT, CONN 06603

- (c) the specific dates thereto;
- A. See the answers to 2. (c) and 4. (c)
- (d) the particular defendants and particular individuals involved; and
 - A. See answers to 2. (d) and 4. (d)
- (e) identify any and all written documents, memoranda and correspondence emanating therefrom.
 - A. See answers to 2. (e) and 4. (e)
- 9. With regard to paragraph 31, state each and every act amongst the defendants, The Hartford, Aetna, Travelers and CAIA, and other state associations of insurance agents whereby they allegedly agreed, contracted, combined and conspired in restraint of trade with independent agents in Connecticut and throughout the United States in writing, in practice and/or by custom of industry to restrict and restrain competition in the sale and ownership of list of names and "X dates".
- A. In addition to the acts previously described in the answers to Interrogatories paragraph 31 refers specifically to the agreements between each of the defendent companies with their independent agents pursuant to which there was an agreement concerning ownership of expiration dates, copies of which agreement have been provided pursuant to written interrogatories previously.

J. DANIEL SAGARIN
ATTORNEY AT LAW
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In addition according to the testimony of some of the delendants including the testimony of V. V. Roby of the Travelers Insurance Company there was a tenet of the agency system which provided for the ownership of expiration dates by the agents.

To the extent that this clause in the independent agency agreements and this custom in this industry was applied to plaintiffs to prevent plaintiffs from entering into the field of selling expiration dates to the independent companies, plaintiffs contend it constitutes a restraint of trade. In support of the independent agents attempts to prevent plaintiffs from entering the market in conjunction with the efforts of the defendent insurance companies, and in addition to the item specified in answers to previous interrogatories contained herein, the following occurred:

1. Mr. John Crosson, President of the Connecticut Association of Independent Agents, prior to and on June 14, 1962, contacted the Hartford Companies in connection with the sending of the Hartford letter to independent agents. In addition, publicity was generated by the defendants through industry news media concerning the Hartford expiration list letter. This publicity was part of a plan to pressure the co-defendants, the Travelers Company and Aetna Company, into not purchasing plaintiffs' products. The letter referred to is, of course, the June 6, 1962 letter sent by the Hartford Insurance Company to all Hartford Group agents. In addition, complaints were made to the office of the Insurance Commissioner in the State of Connecticut and elsewhere in attempt to have the Insurance Commissioner intervene and preclude from competing in the sale of expiration dates in the State. The Hartford Company, the Aetna Insurance Company and the Travelers Insurance Company have provided a number of documents in their files

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BRIDGEPORT, CONN 06603

pursuant to previous requests for production and in response to answers for interrogatories during depositions, all of the documents which plaintiffs have are available for inspection at counsel's convenience in plaintiffs' counsel's office or at such other place as may be convenient.

- 10. In answering to the foregoing interrogatory support said answers by naming:
 - (a) the specific instances of such activity;
 - A. See answer to 2. (a), 4. (a), 6. (a) and 9.
- (b) the specific manner in which the defendants engaged in such activity;
 - A. See answers to 2. (b), 4. (b), 6. (b) and 9.
 - (c) the specific dates thereto;
 - A. See answers to 2. (c), 4. (c), 6. (c) and 9.
- (d) the particular defendants and particular individuals involved; and
 - A. See answers to 2. (d), 4. (d), 6. (d) and 9.
- (e) identify any and all written documents, memoranda and correspondence emanating therefrom.
 - A. See answers to 2. (e), 4. (e), 6. (e) and 9.
- 11. With regard to paragraph 32, state each and every act by the defendants, Travelers, which had any relationship to the allegations set forth in sub-paragraphs (a), (b), (c), and (d) of this paragraph; and, as per sub-paragraph (e), state each and every act by Travelers, The Hartford, and Aetna, wherein they allegedly expressly and impliedly agreed amongst themselves not to purchase "X dates" from the plaintiffs; and each and every act amongst themselves by which they allegedly engaged in a course of deliberately, interdependent, consciously parallel action in refusing to deal with the plaintiffs.

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REDGEPORT, CONN 06603

- A. The deliberately interdependent consciously parallel action referred to in paragraph 32 of the complaint is the decision not to purchase expiration dates from the plaintiffs.

 The basis for the agreement comes from the written agreement as earlier referred to in these interrogatories between the Travelers Companies and their independent agents insofar as those agreements refer to the ownership of expiration dates and insofar as there was custom in the industry which prevented competition in the sale of expiration dates. Plaintiffs have no direct evidence of a meeting among Travelers, Hartford and Aetna in which officials of that firm sat down and in writing or orally agreed not to purchase expiration dates. However, the pattern of conduct followed by those defendents, and particularly the conduct referred to in the answers to earlier interrogatories herein, constituted a course of conduct and an agreement in restraint of trade.
- 12. In answering to the foregoing interrogatory support said answers by naming:
 - (a) the specific instances of such activity;
 - A. See answers to 2 (a), 4. (a), 6. (a), 8. (a) and 10. (a).
- (b) the specific manner in which the defendants engaged in such activity;
 - A. See answers to 2. (b), 4. (b), 6. (b), 8. (b) and 10. (b).
 - (c) the specific dates thereto;
 - A. See answers to 2. (c) 4. (c), 6. (c), 8. (c) and 10. (c).
- (d) the particular defendants and particular individuals involved; and
 - A. See answers to 2. (d), 4. (d), 6. (d), 8. (d) and 10. (d).
- (e) identify any and all written documents, memoranda and correspondence emanating therefrom.

J. DANIEL SAGARIN
ATTORNEY AT LAW
SUITE 911 - 855 MAIN STREET
BRIDGEPORT, CONN. 06603

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THE COURT: Why wasn't this amendment filed

in '68? There is no new discovery, according to

adversary counsel, since then. You knew everything

DISTRICT OF CONNECTICUT

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-13-

- A. See answers to 2. (e), 4 (e), 6. (e), 8. (e) and 10. (e).
- 13. With regard to paragraph 53, state each and every act by which Travelers allegedly agreed, contracted, combined, and conspired in restraint of trade with its independent agents in practice and/or by custom of industry to restrict and restrain competition in the sale and ownership of lists of names and "X dates".
 - A. See answers to questions 1, 3, 5, 7, 9, and 11.
- 14. In answering to the foregoing interrogatory support said answers by naming;
 - (a) the specific instances of such activity;
- A. See answers to 2 (a), 4 (a), 6 (a), 8 (a), 10 (a) and 12 (a).
- (b) the specific manner in which the defendants engaged in such activity;
- A. See answers to 2 (b), 4 (b), 6 (b), 8 (b), 10 (b) and 12 (b).
 - (c) the specific dates thereto;
- A. See answers to 2 (c), 4 (c), 6 (c), 8 (c), 10 (c) and 12 (c).
- (d) the particular defendants and particular individuals involved; and
- A. See answers to 2 (d), 4 (d), 6 (d), 8 (d), 10 (d) and 12 (d).
- (e) identify any and all written documents, memoranda and correspondence enamating therefrom.
- A. See answers to 2 (e), 4 (e), 6 (e), 8 (e), 10 (e) and 12 (e).

J. DANIEL SAGARIN ATTORNEY AT LAW ITE 911 - 855 MAIN STREE HOGEPORT, CONN. DANG

- 15. With regard to paragraph 54, state each and every act by which Travelers allegedly acted by way of agreements, contracts, combinations and conspiracies against custom of industry and in restraint of trade, as set forth in paragraph 32 of the Substituted Consolidated Complaint.
 - A. See answers to paragraph 1, 3, 5, 7, 9, 11, and 13.
- 16. In answering to the foregoing interrogatory support said answers by naming:
 - (a) the specific instances of such activity;
- A. See answers to 2 (a), 4 (a), 6 (a), 10 (a), 12 (a) and 14 (a).
- (b) the specific manner in which the defendants engaged in such activity;
- A. See answers to 2 (b), 4 (b), 6 (b), 10 (b), 12 (b) and 14 (b).
 - (c) the specific dates thereto;
- A. See answers to 2 (c), 4 (c), 6 (c), 10 (c), 12 (c) and 14 (c).
- (d) the particular defendants and particular individuals involved; and
- A. See answers to 2 (d), 4 (d), 6 (d), 10 (d), 12 (d) and 14 (d).
- (e) identify any and all written documents, memoranda and correspondence emanating therefrom.
- A. See answers to 2 (e), 4 (e), 6 (e), 10 (e), 12 (e) and 14 (e).

J. DANIEL SAGARIN
ATTORNEY AT LAW
SUITE 911 - 855 MAIN STREET

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-15-

- 17. With regard to paragraph 55, state each and every act by which the defendants CAIA and other state associations of independent agents allegedly mounted a campaign of pressure and influence on the defendants, Travelers, in order to obtain agreement by Travelers to continue and enforce the unlawful restrictions and restraints on competition alleged in the Substituted Consolidated Complaint; and each and every act by which Travelers allegedly responded to said pressure and influence to restrain and restrict competition in the sale and ownership of lists of names and "X dates".
 - A. See answers to 1, 3, 5, 7, 9, 11, 13, and 15.
- 18. In answering to the foregoing interrogatory support said answers by naming:
 - (a) the specific instances of such activity;
- A. See answers to 2 (a), 4 (a), 6 (a), 8 (a) 10 (a), 12 (a), 14 (a) and 16 (a).
- (b) the specific manner in which the defendants engaged in such activity;
- A. See answers to 2 (b), 4 (b), 6 (b), 8 (b), 10 (b), 12 (b), 14 (b) and 16 (b).
 - (c) the specific dates thereto;
- A. See answers to 2 (c), 4 (c), 6 (c), 8 (c), 10 (c), 12 (c), 14 (c) and 16 (c).
- (d) the particular defendants and particular individuals involved; and
- A. See answers to 2 (d), 4 (d), 6 (d), 8 (d), 10 (d), 12 (d), 14 (d) and 16 (d).

DANIEL SAGARIN ATTORNEY AT LAW 1911 - 855 MAIN STREET GEPORT, CONN 06603

- (e) identify any and all written documents, memoranda and correspondence emanating therefrom.
- A. See answers to 2 (e), 4 (e), 6 (e), 8 (e), 10 (e) and 12 (e), 14 (e) and 16 (e).

Dated at Bridgeport, Connecticut, this day of September, 1972.

PLAINTIFFS - MODERN HOME INSTITUTE, INC., ROMAC RESOURCES, INC.

BY Mack Wallach, Their President

CERTIFICATION

This is to certify that a copy of the foregoing was mailed, postage prepaid, to all counsel of record on this day of September, 1972.

J. DANIEL SAGARIN

J. DANIEL SAGARIN
ATTORNEY AT LAW
SUITE 911 - 855 MAIN STREET
BRIDGEPORT, CONN. 06603

Plaintiff's Answers dated June 21, 1966 to Défendant Aetna's Interrogatories, pp.: 13 - 14

Andreas Pres and unimpeded cale means the eyen, unhindered, and non-restrained exchange.

39. Enterpressions: The "envisaged and anticipated" the consequence of such free and unimpeded sale?

Answer: The Defendants.

(c) of paragraph 23?

. <u>Inswers</u> Otherwise dualing means the soliciting and empaging in the business of selling.

41. Interposations: Specify the acts which constituted the alleged refusal of the Actna Casualty and Surety Company to deal with the Plaintiff.

Incorr The see which tenseignted the alleged refusal of The Aetha Casualty and Surety Company to deal with the Plaintiff was a letter dated Galy 17, 1951 from Unition Dills stating that the Actua Caqualty and Surety Company would not purchase I dates from the Plaintiff.

callaged boycout of Plaintiff by the most thick constitued the callaged boycout of Plaintiff by the most that it, and survey Company.

Anguari The top which constituted the clieged beyont was the refusal of the Letina Casualty and Surety Company to purchase lists of X dates from the Plaintiff.

43. Enterrogators Specify the Lets which constituted the alleged coercion of the Plaintiff by The Actual Casualty and Surety Company.

Answers Heicher the Plaintiff nor Medern can specify the acts which constituted the alleged coercion of the Lithe Casualty and Surety Company at this time.

64. Interporatory: Specify the acts which constituted the

alleged incimidation of the Plaintiff by The Astra Cusualty and Survey Company.

Chause Mulches the Pinineds nos Maillen on appoily the Lots Which conscioused the silicité institution of the Actna Casualty and Junear Company to this time.

45. Entermornsorms Specify the ulleged injurious bentaments made by The Letna Cusultry and Surety Company concerning the Plaintiff and to whom they was chroulated.

Antwire Witcher the Plaintiff nor Modern can specify the alleged injurious statements made by the Astra Calualty and Survey Company, at this time.

KS. <u>Enterpresentative</u> Specify the alleged injurious rumors made by The Actna Casualty and Surety Company concurring the Plaintiff.

American Watcher th. Plaintiff nor Hollan our specify
the allegal injurious runors made by the Lotha Calculty and
Survey Company of this time, we this time.

w7. <u>Incommonators</u> Specify the alleged adverse publicity made by the Actna Capualty and Surety Company consuming the Plaintiff.

che adverse publicity made by The Actna Casualty and Survey
Company at this time.

48. Intermotivement What is meant by the term "individual" in (a) of paragraph 24 of the complaint?

Anover: Individual means singular.

X Cates from the Plaintiff would be to the individual solfinterest and business advantage of The Actna Casualty and Surety Company. expiration dates from the plaintiff which decision was not made unilaterally, but was made interdependently with the other insur-

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PLAINTIFFS' ANSWERS DATED JULY, 1966
TO DEFENDANT AETNA'S INTERROGATORIES Pp. 2 - 3

37. Interrepatory: Now was competition between the Actual Casualty and Surety Company and each of the other References eliminated as alleged in (a) of paragraph 23 of the complaint?

Answer: Competition was eliminated by preventing one insurance company from chasining the information which would enable it to solicit and sell automobile insurance to customers of the other referents.

50. Interrogatory: In what way did policyholders within the United States pay higher premiums as the result of the restrain of competition alleged in (a) of paragraph 25 of the complaint? Specify the amount of such higher premiums.

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Answer: Policyholders are paying higher premiums at the present time that they would have paid had the Plaintiff and Modern been permitted to sell expiration dates to the Defendants because the Plaintiffs' method would have reduced the Defendants' costs of acquiring customers and allowed the Defendants to compete with each other on an equal and more active basis thereby increasing competition and requiring lower problems.

53. Interregatory: State in detail the competition eliminates as alleged in paragraph 25 (a) of the complaint and the extent of subh curtailment.

Answer: Competition was eliminated by presenting one insurance company from obtaining the information which would enable it to colicit and sell automobile insurance to customers of the other Defendants.

Moither the Plaintiff nor Modern has sufficient information to state the extent of this curtailment at this time.

• 54. Integrogatory: State in detail the competition supprenses as alleged in paragraph 25 (a) of the computation and the extent of such curtailment.

Annuary Compatition was suppressed by preventing one insurance company from obtaining the information which would enable it to solicit and rall automobile insurance to customers of the other Defendants.

Neither the Plaintiff nor Polern has sufficient information to state the extent of this curtailment at this time.

55. Interseastory: State in detail the corpetition restorized as alleged in paragraph 25 (a) of the complaint and the extent of such curtailment.

insurance company from obtaining the information which would enable it to solicit and sell astrophile insurance to customers of the other Defendants.

Edither the Plaintiff nor Medorn has sufficient information to state the outent of this curtailment at this time.

56. Interrogatory: With respect to the three foregoing interrogatories, differentiate between the effect on rules of original policies and on remember of existing policies.

Answer. Neither the Plaintiff ner Modern has sufficient information to enswer this interrogatery at this time.

ROMAC PESC	TROES, INC.
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MCDZM ROME	INSTITUTE, INC.
BY	
BY	Secretary

COUNTY OF FAIRFILLD) ss. Eridgeport

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July , 1966

Permenally appeared Robert D'Arpa Secretary of Romac "Robertona". Inc. and Secretary of Modern Fore Institute, Inc. who sword to the truth of the foregoing to his best knowledge and ballot.

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or more of each class of such stock currently outstanding, stating the percentage of cumership of each such owner; (b) the terms and shares covered by each option or right to purchase any capital stock of Romac Resources, Inc.

Answer: (a) There is one class of common no par value stock. Mack Wallach owns 55 per cent, Mildred Wallach cums 15.8 per cent and Mack and Mildred Wallach, trustees for Robert Wallach cum 10.3 per cent.

- (b) There are no options or right to purchase any capital stock of Remac Resources, Inc.
- 77. Interrogatory: List the name and address of any corporation, company, individual, organization, other than Modern Home Institute, Inc., or Romac Resources, Inc., known to you to have any pecuniary or proprietary interest in the development, ownership, use, sale, or proceeds of sale from the lists of X dates, whether developed or used by Romac Resources, Inc., or you, and state the nature and extent of each such interest.

Answer: None.

78. Interrogatory: List the name, address and position of each officer of Modern Home Institute, Inc., and state whether such officer has dealt with X dates, and if so, the manner of such dealing, including but not limited to, the development of the method of obtaining X dates, the discovery, gathering, processing, empediting, analysis, procurement, compilation, licensing, and sale of X dates.

Answer: Mack Wallach is President and Treasurer of both Modern Home Institute, Inc. and Romac Resources, Inc.

Robert D'Arpa is Secretary in both corporations. The business address for each is 330 Fifty Avenua, Pelham, New York. Both men dealt with the X dates. Each man dealt with all phases of the development, processing, and sale of the X dates.

79. Interregatory: Do you contend that the Defendants hald meetings or conferences at which they conspired to boycott Plaintiff?

Answer: Yes.

80. Interrogatory: If so, for each meeting or conference, state:

- (a) The date and hour when held.
- (b) The address at which held.
- (c) The name, or other means of identification, address, and title of cach emecutive, agant, or employee you contend represented the defendant, The Aetha Casualty and Surety Company, at the meeting or conference.
- (d) The name, or other means of identification, address, and title of each executive, agent, or employee you contend represented each of the other defendants.
- (e) Each action taken, decision made, or agreement reached at the meeting or conference in funherance of the conspiracy.
- (f) The name, or other means of identification and address of each person present at the meeting or conference other than the defendants or their representatives.
- (g) Whether you or any of your agents or employees have custody of any minutes or other writings which you contend contain a record of what occurred at the meeting or conference, and, if so, for each such writing, give
 - (1) The name, or other means of identification, and address of each person who prepared the writing.
 - (2) The date on which the writing was prepared.
 - (3) The name, address, and job title of each person who has cusuody of the writing.

Answer: (a) Unknown.

- (b) Unknown.
- (c) Unknown.
- (d) Unknown.
- (e) To boycott Romac Resources, Inc. and Modern Home Institute, Inc. Any other action, decision, or agreement reached at the meeting or conference in furtherance of the conspiracy is unknown.
 - (f) Unknown.
 - (g) No.

81. Interrocatory: Do you contend that there have been communications or exchanges of information between the defendants in furtherance of the alleged conspiracy other than at meetings or conferences?

Answer: Yes.

- 82. <u>Interrogatory:</u> If so, for each such communication or exchange of information, state:
 - (a) The date.
 - (b) Whether the communication or exchange of information was oral, in writing, or by telephone.
 - (c) Between which Defendants and which executive, agent, or employee of each such Defendant the communication or exchange of information occurred.
 - (d) The content of each communication.
 - (e) Each item of information exchanged.
 - (f) How each communication aided in fulfilling the object of the conspiracy.
 - (g) The manner in which the information exchanged was used to further the conspiracy.
 - (h) The name, or other means of identification, and address of each person other than the Defendants, or the executives, agents or employees listed above who witnessed the communication or exchange of information.
 - (i) Whether you, or any of your ejents or employees, have custody of any written communication or writing whereby information was exchanged, and, if so, the name, address and job title of each person who has custody of each written communication or writing whereby information was exchanged.

Answer: (a) Unknown.

- (b) Unknown.
- (c) All the Defendants in this action. The particular executive, agent, or employee of each such Defendant is unknown.
 - (d) Unknown.
 - (e) Unknown.
 - (f) Unknown.

- (g) The information exchanged resulted in a boycott of Romac Resources, Inc. and Modern Mome Institute, Inc.

 (h) Unknown.

 (i) None.

 83. Interrogatory: Do you contend that the Defendant, The Actna Casualty and Surety Company, informed the other Defendants that Defendant The Actna Casualty and Surety Company planned not to purchase lists of X dates from you?

 Answer: Yes.

 84. Interrogatory: If so, for each occasion on which this
 - 84. Interrogatory: If so, for each occasion on which this Defendant so informed the other Defendants, state:
 - (a) The date.
 - (b) The name and address of each other Defendant informed.
 - (c) The name, address, and title of each executive, agent or employee who informed each other Defendant on behalf of the Defendant, The Aetna Casualty and Surety Company.
 - (d) Whether the Defendant The Actna Casualty and Surety Company informed each other Defendant orally, in writing, by telephone, or by other means.
 - (e) Whether the Defendant The Letna Casualty and Surety Company gave each other Defendant a reason for the refusal to purchase and, if so, each reason given.
 - (f) The name, or other means of identification, and address of each person present when the Defendant The Aetha Casualty and Surety Company informed each other Defendant of the refusal to purchase.
 - (g) Whether you, or any of your agents or employees, have custody of any writing by which the Defendant The Aetha Casualty and Surety Company informed the other Defendants of the refusal to purchase, and, if so, give the name, address, and job title of each person who has custody of each writing.

Answer: (a) Unknown.

(b) Hartford Accident and Indemnity Company and Hartford Fire Insurance Company, 690 Asylum Avenue, Hartford, Connecticut; Mationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, All State Insurance Company, Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, State Farm Mutual Insurance Company, State Farm Fire and Casualty Company, all in c/o William R. Cotter, Commissioner of Insurance, Room 425, State Office Building, Martford, Connecticut.

- 7 -

The Travelers Insurance Company-1 Tower Square, Haraford, Connecticut The Travelers Indemnity Company-1 Tower Square, Hartlerd, Connecticut Connecticut Association of Independent Insurance Agents, Incorporated38 Moodland Street, Martford, Connecticut Incorporated. (c) Unknown. (d) Unknown. (c) Unknown. (f) Unknown. (g) None. Interrogatory: Do you contend that the other Defendants or any of them, informed the Defendant, The Aetna Casualty and Surety Company, that the other Defendants, or any of them, planned not to purchase lists of X dates from you? Answer: Yes. 86. Interrogatory: If so, for each occasion on which the Defendant, The Aetna Casualty and Surety Company, was so informed, (a) The date. The name and address of each other Defendant (b) providing such information. The name, address, and title of each executive, agent, or employee who informed the Defendant, The Actan Casualty and Surety Company, on behalf of each other Defendant. (c) Whether the Defendant, The Aetha Casualty and Surety Company, was informed orally, in writing, (d) by telephone, or by other means. Whether the Defendant, The Aetha Casualty and Surety Company, was given a reason for the refusal of each other defendant to purchase and, if so, each reason given. (f) The name, or other means of identification, and address of each person present when the Defendant, The Actna Casualty and Surety Company was informed

state:

by each other Defendant of the refusal to purchase.

(g) Whether you, or any of your agents or captorees, have custody of any writing by which the Defendant The Actna Casualty and Surety Company was informably the other Defendants of the refusal to purchase, and, if so, give the name, address, and job sittle of each person who has custody of each writing.

Answer: (a) Unknown.

(b) The answer to this interrogatory is identical to the answer set forth for Interrogatory 24 b.

- (c) Unknown.
- (d) Unknown.
- (e) Unknown.
- (f) Unknown.
- (g) None.
- 87. Interrogatory: Do you contend that the Defendant The Aetna Casualty and Surety Company or the other Defendant were advised that sanctions would be imposed on those who purchased lists of X dates?

Answer: No.

- 88. Interrogatory: If so, state:
 - (a) Each date on willch each Defendant was so advised.
 - (b) The name and address of the person or business entity who advised each Defendant.
 - (c) The nature of the sanctions of which each Defendant was advised.
 - (d) The name, or other means of identification, and address of each person present when each defendant was advised concerning the imposition of sametions.
 - (e) Whether you, or any of your agents or employees, have custody of any writing in which the Defendant The Aetha Casualty and Surety Company or any of the other Defendant were advaice concerning the imposition of sanctions, and, if so, the name, address and job title of each person who has custody of each such writing.

Answer: Inapplicable.

89. Interrogatory: Do you contend that action has been taken against the Defendant The Actna Casualty and Surety Company, or any of the other Defendant, because of failure to abide by an agreement not to purchase lists of X dates?

MODERN HOME INSTITUTE, INC. ROMAC RESOURCES, INC.

VS.

HARTFORD ACCIDENT AND INDEMNITY COMPANY ET AL

> PLAINTIFFS MEMORANDUM FOR PRELIMINARY PRETRIAL

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J. DANIEL SAGARIN
ATTORNEY AT LAW
SUITE 911 - 855 MAIN STREET
BRIDGEPORT, CONN 06603

Furthermore, plaintiffs intend to show that the agreements between the agency companies and the independent agents as applied to plaintiff constitutes an unlawful restraint of trade within the Sherman Act.

II. On December 28, 1971, in his ruling permitting plaintiffs to file a substituted complaint, the Honorable T. Emmet Clarie ordered a preliminary pretrial conference to be held covering all remaining discovery in this action. A proposed stipulation has been prepared in accordance with that order.

Dated: March 24, 1972.

RESPECTFULLY SUBMITTED,

J. DANIEL SAGARIN

J. DANIEL SAGARIN

ATTORNEY FOR PLAINTIFFS

855 Main Street - Suite 911

Bridgeport, Connecticut 06603

CERTIFICATION

This is to certify that a copy of the foregoing was hand delivered to all counsel of record on this 24th day of March, 1972, as listed on the attached page.

J. Daniel Sagarin
J. DANIEL SAGARIN

3

John L. Warden, Esq., Sullivan New York, New York 10005

Murtha, Cullina, Richter & Pinney, onnecticut 06103

and Richard M. Reynolds, Esq., Constitution Plaza, Hartford,

sq., 700 Main Street, Hartford,

Goldstein & Peck, 955 Main Street,

ley & Reeves, 855 Main Street, 6603

Kenny, McNamara, Havens & Widem, Connecticut 06103

and Robert Jelley, Esq., Wiggin & Wayen, Connecticut 06510

Lawrence W. Iannotti, Esq., Connecticut 06510

Levine, Katz, Cohn, Goldstein & eet, Hartford, Connecticut 06106

Shulansky, Cohn & Williams, 75 necticut 06103 MR. HARP: If it please the Court, my name is Jorl C. Yarp, and I am from the law office of Leonard A. Schine. We represent the plaintiff, l'odern Tone Institute, and the plaintiff, Romac Resources, Incorporated.

All of the defendants in this action, except for the State Farm Companies have requested \$250 for each of the defendants from each of the plaintiffs.

THE COURT: What is the financial position of both plaintiffs at the present time, counselor, as you know it to be?

MR. KARP: Substantially there are no assets
in either of the plaintiffs at this time. Representations made by counsel that Modern Home has approximately \$4,000 in assets is correct, and Romac has, I telieve, under \$1,000.

This case has been financed by the principal shareholder, Mr. Max Wallach, from its inception, and the burden shall continue on him, and not on the corporations.

The defendants have requested \$5,500 as a total. They are now making motions for additional security; and this, depending how you interpret

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Notice of the state of the ways of the charge

rarious of the defendants, that pressure was put upon then not to deal with us, and certain names were sentioned. And this is all in the transcripts.

In chambers your Honor asked me what we could but up as a bond in this matter, and we certainly realize that the defendants are entitled to some bond, depending upon what justice will demand. Our offering had been \$10,000; you asked me what our eaximum was and I cited to you \$15,000. And I represent to you that if there should be a bond in excess of \$15,000 it is very doubtful whether we will be able to proceed with this action, for the following reasons:

Number 1, Fax Wallach is financing this suit.
The costs to us as plaintiffs are very expensive.

2, Mr. Wallach is still operating various cusinesses which support his family and various other of his employees; if he is required to get a bond — and I myself have spoken to an insurance agent concerning the possibility of bonds — and I have been told that under Ir. Wallach's circumstances he

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ial notice of the fact that closely held are very often conducted in this manner. we did not know they would be beycotted would be in court in 1966. This does not for not keeping corporate records, but it is fe: this is basically a one-man business, operating a one-man business and trying to g as best he can. And as I have seen in e as a lawyer, there are many small familyitions who do not hold formal minutes al minutes to them don't make sense. can is a snareholder and in control of the he does not come to his lawyer's office million and one resolves; he's there at his eks up the 'phone, and makes telephone writes the letters he has to, and this is ey operate, and this is the situation with

outrages Mr. Kenny -- perhaps he does not small corporations." Dut, it is a fact of r as small corporations are concerned. ar as financial records are concerned, these

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JULY 26, 1973 LETTER, DISTRICT COURT CLERK TO ALL COUNSEL

UNITED STATES DISTRICT COURT

OFFICE OF COMMERCIALT UNITED STATES COURTHOUSE 450 MAIN STREET HARTFORD COIDS

July 25, 1973

WILLIAM D. TEMLETTON ----

TO CCUNSEL:

Re: Consolidated Actions 11,335 & 11,464

Romac Resources, Inc. -vs- Hartford Accident & Indomnity, et al Modern Home Institute, Inc. -vs-Hartford Accident & Indemnity, et al

Gentlemen:

On June 25, 1973, the defendants' morions for summary judgment were argued in this Court at Hartford. Thereafter, an in-chamber conference was called by the presiding judge to make a matter of record the question of his eligibility to decide the pending motion.

At said conference, Judge Clarie stated that more than twelve years ago while in the private practice of law, he had represented some of Travelers Insurance Company's insureds in automobile negligence cases. The Judge stated that he had no personal feelings or bias as to any of the parties and all counsel, except Attorney Sagarin, agreed that he should continue with the case. Mr. Sagarin did request that the Judge disqualify himself from acting on said motion and that the matter be referred to another Judge of this Court.

Accordingly, please be advised that the Hon. M. Joseph Blumenfeld, Chief Judge, has agreed to have the case transferred to him for all purposes, together with a complete trans-cript of counsels' arguments and representations at the June 25, 1973 hearing, on the pending surmary judgment motions.

meetings or conferences at which they conspired to boycott Plaintiii? Answer: Yes. 20-9 AAA 0 UNITED STATES DISTRICT COURT DISTRICT CF COMMECTICUT OFFICE OF THE CLERK UNITED STATES COUNTHOUSE 450 MAIN STREET WILLIAM D TEMPLETON
BEPUTTIN CHAPET
MARTICON HARTFORD GGIGS TO COUNSEL: Re: Consolidated Actions 11,386 & 11,464 July 26, 1973 - 2 -Judge Blumenfeld has also been advised that counsel are agreeable to his deciding the pending motions on the papers without further hearing. However, all counsel have also expressed a complete willingness to appear and further argue said motions, if Judge Blumenfeld deems it to be desirable or necessary. If any counsel desires to be heard on the summary judgment motions, he shall notify the undersigned Clerk of the Court on or before August 10, 1973; otherwise, Judge Blumenfeld shall proceed to act on said motions. Very truly yours, Deputy-in-charge cc: Hon. M. Joseph Blumenfeld Counsel of Record 222 AAA

HARTFORD RELORD OF AGENCY RESPONSE TO JUNE 6, 1962 LETTER

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Les ser Johnson (Clause 2)

July 13, 1962

SALE OF AUTOMOBILE EXPIRATIONS

SUMMARY SHEET

EDITORIAL MENTION

June 22, 1962 - 7/2 3/6 _ JOURNAL OF COMMERCE June 22, 1962 June 29, 1962 INSURANCEMEEK (no mention of Hartford as Company) THE NATIONAL UNDERWRITER AFCO - 100 William Street, New York 1962 June 7, 1962 - and edit - august y WEEKLY UNDERWRITER THE STANDARD July STATE INSURANCE DIVISIONS amouen agency Sullation - autgest, 1162

Connecticut - Commissioner's Office - Mr. Wholey (telephone) Kentucky Insurance Commissioner Maine Insurance Department Louisiana Rating Division, Casualty and Surety Division

* INSURANCE AGENTS ASSOCIATIONS

NATIONAL ASSOCIATION . . 1' . () (..... Connecticut (by telephone from Jack Crosson of Geo. B. Fisher Co., Hartford) Maine Towa 1000 Maine Florida (per Mr. Ledbetter)...Letter from Greater Miami Insurance Board New Hampshire M. Was 600 Nicohn

New York Pittsburgh hew Jerrey Rhode Island South-Cardina Tennessae Wisconsin

Mutual Agents Associations - National and New York State

Miscellaneous: Bulletin to "Producers" by Poor, Bowen, Bartlett & Kennedy, Inc., Baltimore Legislator (and agent) Chuck Boyer in Michigan - by telephone Congression lively/classes - 118 Congression from land

INDIVIDUAL AGENT RESPONSE

States	Towns	Agencies	Total Agent Response
36	145	153 + 1 154	
	Not fully identifie	ed3	156
	11 71	157	(1)

AUTOMORITAL EXPERATION SUMMARY SHEET

July 13, 1962

COMPANY PERSONNEL - Letters from:

Frederic D. Weld

altimore. I home . In. George, W. Barker, Special Agent T. R. Blackwood, Agency Supt., Baltimore B. J. Coughlin Paul A. Dow Robert L. Eddy B. F. Gates A. A. Keringhi Arthur C. Horka, Manager-Casualty, Des Moines Kenneth W. Horton, S/A, Rochester A. M. Kelting D. R. Kerr Robert F. Lloyd, W. G. Munroe E. K. Scott Fred McGillvray, S/A, Plainfield, N. J. R. H. Spencer

ALLAN R. SMITH
JULIUS G. DAY, JR.

RAIPH C. DIXON
WILLIAM E. C. BULKELEY
BRADLEY B BATES
RICHARD ROCHWELL
W. ROBERT HARTIGAN
C. DUANK BLINN
FRIEST N. NOU.S., JR.
WILLIAM E. GLYNN
WILLIAM E. GLYNN
WILLIAM E. GLYNN
WILLIAM E. SUGNINGHAM, JR.
JANESS W. PAGE
WILLIAM G. DELANA
HARDLO C. BUGRINGHAM, JR.
JANES R. MCINTOSH
ISAAC D. ROSCAL
RAYMOD B. GREEN
JOHN CROSSKEY
PHILIP S. MALLER
WILLIAM H. GUDOY
JOHN C. GLEZN
J. ROGER HANLON
J. DARFORD ANTHONY, JR.
MICHAEL F. HALLORAN
MICHAEL F. HALLORAN
RICHARD J. GROBER, JR.
MICHAEL F. HALLORAN
RICHARD M. EVNOLOS
THOMAS J. GROBER, JR.
MARTIN WOLMAN

DAY, BERRY & HOWARD

COUNSELLORS AT LAW ONE CONSTITUTION PLAZA HARTFORD, CONNECTICUT 06103 TELEPHONE (203) 278-1330

October 9, 1974

OLCOTT D. SMITH

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EDNUND M. SEE
THOMAS M. WILDMAN
J. CHARLES MORRISKI
ROBERT M. STEPHAN
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GEOFFREY NABB

J. Daniel Sagarin, Esq. Schless & Sagarin 855 Main Street Bridgeport, Connecticut 06604

> Romac Resources, Inc., et al v. Re: Hartford Accident & Indemnity Co., et al

Dear Mr. Sagarin:

Attached is a list of defendants' designations for the joint appendix which you are preparing in accordance with the Second Circuit's latest scheduling order. The list includes designations from all defense counsel. We assume you will include in the joint appendix all of the items in your appendix filed September 27, 1974.

To expedite your preparation of the joint appendix, we enclose a complete set of the designated pages from the transcript of depositions. In addition, we enclose copies of items 18-33, 36-38, 41, and 42 on the list of designations. If you cannot locate in your files all of the designated items, or if you have any questions concerning the designations, please give me or Rick Reynolds a call.

We trust you will file the joint appendix within the next few days so that defendants will be able to prepare and file their briefs on November 6, 1974, as per the scheduling order.

Very truly yours,

Bolow m. Stylan Robert M. Stephan

RMS:ar Enclosure

cc: Alan M. Reinke, Esq. George D. Brodigan, Esq. George Levine, Esq.

Romac Resources, Inc. v. Hartford Accident & Indemnity, et al

DEFENDANTS' DESIGNATIONS FOR APPENDIX

Defendants Designate the Following Items for Inclusion in the Appendix:

- 1. Romac Complaint filed April 15, 1966
- 2. Answer of Defendant Hartford to Pomac Complaint filed May 11, 1966
- 3. Answer of Defendant Aetna to Pomac Complaint filed May 12, 1966
- 4. Answer of Defendant CAIIA to Pomac Complaint filed May 13, 1966
- 5. Modern Home Complaint filed June 8, 1966
- 6. Answer of Defendant Aetna to Modern Home Complaint filed June 28, 1966
 - Answer of Defendant Hartford to Modern Home Complaint filed June 28, 1966
- 8. Answer of Defendant Travelers to Modern Home Complaint filed June 30, 1966
- 9. Answer of Defendant Travelers to Substituted Consolidated Complaint filed January 31, 1972
- 10. Answer of Defendant Aetna to Substituted Consolidated Complaint filed February 1, 1972
- Answer of Defendant CAIIA to Substituted Consolidated Complaint filed February 4, 1972
- 12. Answer of Defendant Hartford to Substituted Consolidated Complaint filed February 7, 1972
 - 13. Amended Answer of Defendant Travelers to Substituted Consolidated Complaint filed March 14, 1972
- 14. Motion for Summary Judgment of Defendant Travelers with affidavit of George D. Brodigan and attached exhibits filed May 9, 1973
- 15. Motion for Summary Judgment of Defendant Aetna filed June 9, 1973
- 16. Motion for Summary Judgment of Defendant CATIA filed June 9, 1973
- 17. Motion for Summary Judgment of Defendant Hartford filed June 13, 1973
- 18. Defendants' Exhibit 13 (D'Arpa memo re contact with Hartford)

- 19. Defendants' Exhibit 14 (5/9/62 letter, Wallach to Barlow)
- 20. Defendants' Exhibit 17 (Typed memo on D'Arpa meeting with Ellis)
- 21. Defendants' Exhibit 45 (Progress report on Nationwide test results)
- 22. Defendants' Exhibit 47 (8/20 article in U. S. Investor)
- 23. Defendants' Exhibit 49 (Excerpt from Florida agents assn. Inf. Bul.)
- 24. Defendants' Exhibit 50 ("The Standard" article, 7/13/62
- 25. Defendants' Exhibit 55 (5/15/62 letter, D'Arpa to Coakley)
- 26. Defendants' Exhibit 72A-72H (Romac questionnaires)
- 27. Defendants' Exhibit 92 (7/19/62 article in CAIIA Bulletin)
- 28. Travelers' Exhibit P-1 (Travelers Standard Agency contract)
- 29. Plaintiffs' Exhibit U (7/16/62 letter Healy to Ellis)
- 30. Exhibit 1 to memorandum of Defendant Aetna in support of its Motion for Summary Judgment (Letter from Dept. of Justice to Ellis dated November 13, 1964)
- 31. Exhibit 2 to memorandum of Defendant Aetna in support of its Motion for Summary Judgment (Letter from Ellis to Dept. of Justice dated December 21, 1964)
- 32. Exhibit 3 to memorandum of Defendant Aetna in support of its Motion for Summary Judgment (Excernts from Best's Fire and Casualty Aggregates and Averages, 1963)
- 33. Transcript of oral argument before Claire, J., November 22, 1971, page 52
- 34. Plaintiffs' Answers dated September, 1972 to Defendant Travelers' Interrogatories dated April 28, 1972
- 35. Defendant Aetna's Answers dated October 19, 1967 to Plaintiffs'

Aetna's tna's lant Aetna's In-1972 efendants' p. 3, 7, 13 . District √ ript Pages 1-28, 39, , 79-84, , 136, 150 4, 197-200, 7, 243-244, 256-258, 3, 266-268, 300-304, 0 18 578-582 85, 588, 597 993 1085 1209, 1225-1228 1330, 1332-1339 1361-1366, 1377

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Max Wallach--Re-Cross Examination 1750-1751 by Mr. Kenny Robert Wallach--Cross Examination 1927 by Mr. Bassick Robert Wallach--Cross Examination 1928-1932 by Mr. Shrader Henry Gair--Cross Examination 3085-3087 by Mr. Shrader 3101-3102, 3107-3110 3257-3261, 3270, H. D. Van Giles -- Direct Examination by Mr. Julianelle 3274-3275, 3297. 3308 3310, 3323 H. D. Van Giles--Cross Examination by Mr. Reynolds 3380, 3392-3393, 3409, 3417-3420, William Ellis--Direct Examination by Mr. Karp 3422, 3436, 3489-3490 3678-3679 Frederick Briggs--Cross Examination by Mr. Fassett 3719 George Cutler--Cross Examination by Mr. Bassick 3799 Patrick Noonan--Cross Examination by Mr. Bassick 3890-3893 Dean Jeffers--Cross examination by Mr. Bassick 3941 John Hearne--Cross Examination by Mr. Fassett 4047-4049 John Gilmore--Direct Examination by Mr. Karp 4079-4081, 4083, 4086-4088, 4091-4092, Channing Barlow--Direct Examination by Mr. Karp 4098, 4100-4105 John Crosson--Cross Examination 4181 by Mr. Levine 5005, 5008-5010 Virgil Roby--Direct Examination 5014-5015, 5019, by Mr. Sagarin 5031, 5037 Lester Crossley--Direct Examination 5055-5056 by Mr. Sagarin

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5106-5107, 5109, 5112, 5115-5117, 5122-5123, 5126-5127

Following Entries for Inclusion Entries in the Appendix:

filed by Romac Resources

Defendants Hartford Accident & Company and Hartford Fire Insurance

Defendant The Aetna Casualty and nany

Defendant The Connecticut Association lent Insurance Agents

ned to Judge Clarie

iled by Modern Home Institute, Inc.

Defendant Aetna Casualty and Surety Modern Home Institute, Inc. Com-

Defendants Hartford Accident & Company and Hartford Fire Insurance Modern Home Institute, Inc. Complaint

Special Defense by Defendants The insurance Company and The Travelers company to both Complaints

-6-

1968

Placed on Trial List

1971

November 10 Plaintiffs Motion to File Substituted Consolidated Complaint

December 29 Motion for Substituted consolidated Complaint granted

1972

Answer and Special Defense to Plaintiffs January 31 Substituted Consolidated Complaint by Travelers Insurance Company and Travelers Indemnity Company

February 1 Answer and Special Defense to Substituted Consolidated Complaint by Aetna Casualty and Surety Company

February 4 Answer and Special Defense to Substituted Consolidated Complaint by Connecticut Association of Independent Insurance Agents

February 7 Answer to Substituted Consolidated Complaint by Hartford Accident & Indemnity Company and Hartford Fire Insurance Company

> Amended Answer and Special Defense to Substituted Consolidated Complaint by Travelers Insurance Company and Travelers Indemnity

March 24 Pretrial Order by Judge Clarie

November 11 Pretrial Memorandum filed by Plaintiffs

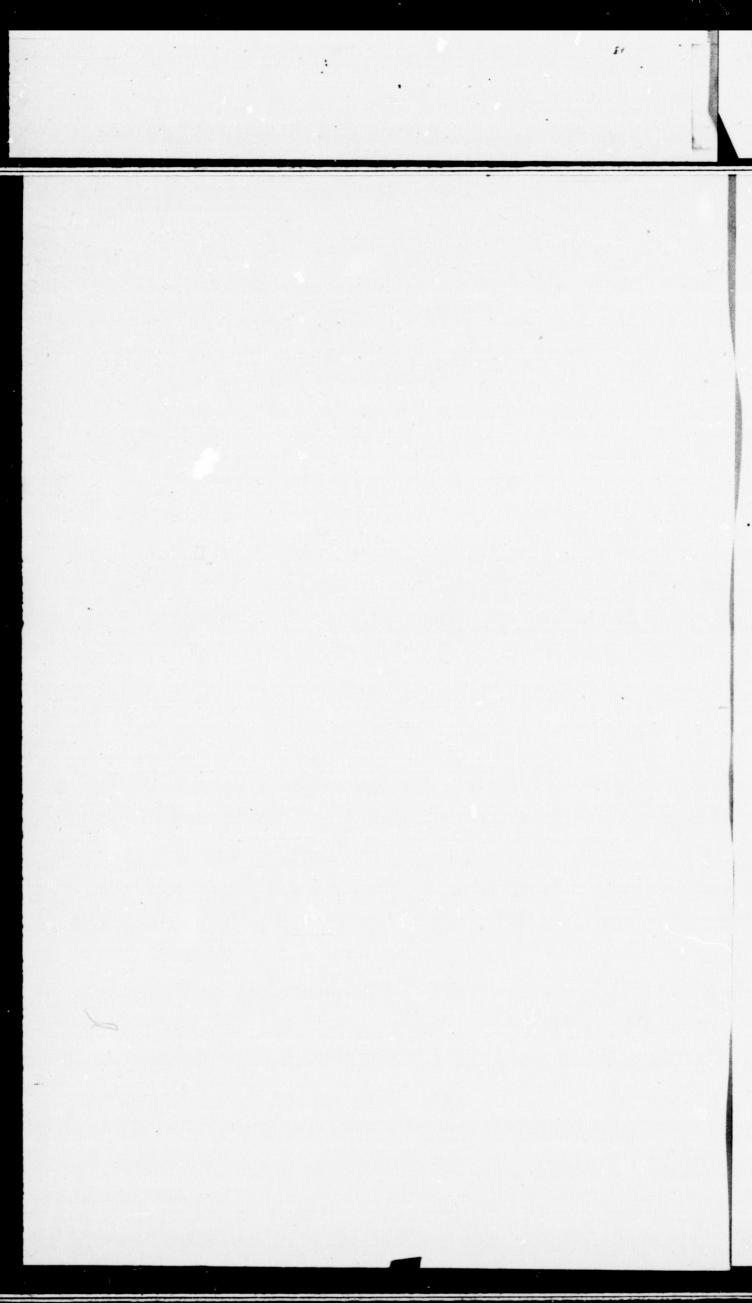
1973

March 14

May 9 Motion for Summary Judgment filed by Travelers Insurance Company and Travelers Indemnity Company

June 9 Motion for Summary Judgment filed by Defendant Aetna Casualty and Surety Company

Motion for Summary Judgment filed by Connecticut June 9 Association of Independent Insurance Agents



June 13

Motion for Summary Judgment filed by Hartford Accident & Indemnity Company and Hartford Fire Insurance Company

June 25

Hearing on Motion for Summary Judgment

1974

June 18

Ruling on Motion for Summary Judgment filed and entered

June 21

Summary Judgment entered in favor of Aetna Casualty and Surety Company, Hartford Accident & Indemnity Company, Hartford Fire Insurance Company, Travelers Insurance Company, Travelers Indemnity Company and Connecticut Association of Independent Insurance Agents, Inc.

July 2

Consolidated Notice of Appeal filed by Plaintiffs

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